

# Royale Sands Beach Club

Condominium Association

Rules And Regulations

(Effective January 8<sup>th</sup>, 2021)

## **INTRODUCTION**

These Association Rules and Regulations are adopted for the benefit of the Unit Owners and Tenants of Royale Sands Beach Club. They are intended to contribute to preserving a clean, attractive and peaceful environment. They are not intended to unduly restrict or burden the use of property.

The essence of these regulations, rules and recommendations is for each Unit Owner and Tenant to treat each other with respect and courtesy and exercise common sense, so Royale Sands Beach Club can be an outstanding place to live.

These Rules and Regulations supersede all previous rules, regulations and policy resolutions and may be revised in any way, consistent with the Declaration and the By-laws, at any time by the Board of Directors as conditions warrant, provided that no revision shall be effective until a written copy thereof is sent to the Unit Owners advising them of the change.

All Unit Owners and Tenants of the Owners in the Association and their Guests are bound to abide by these Rules, which reflect the provisions of the originating legal document (“the Declaration”) and the By-laws of Royale Sands Beach Club (“the By-laws”).

The Board of Directors, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals, and permissions under these Rules, to the Manager or Managing Agent.

Complaints of violations of these Rules and Regulations shall be made in writing to the Board of Directors. The Board of Directors will notify the alleged offending Unit Owner and/or the Tenant of the complaint and investigate the same with due process. If the Board of Directors feels that the complaint is justified, it will take

appropriate action. The complaining party will be notified in writing by the Board of Directors as to what action has been taken or is to be taken.

A progressive discipline and assessment system will be in effect for violation of the Rules:

A. First Offense of a rule - a written warning from the Board of Directors to the Unit Owner.

B. Second Offense of the same rule - up to a \$25.00 assessment against the Unit Owner.

C. Third Offense of the same rule - up to a \$50.00 assessment against the Unit Owner.

D. Fourth Offense of the same rule - up to a \$100.00 assessment against the Unit Owner.

E. Successive offenses of the same rule - up to a \$200 assessment against the Unit Owner.

Additionally, any criminal act committed by an owner, tenant or their guests resulting in conviction on criminal charges shall be grounds for the Board to assess a fine of up to \$1,000 (One-Thousand Dollars) PER person, per offense.

Failure to pay an assessment may result in a lien being placed against the Unit Owner for the amount of the assessment. In accordance with New Hampshire RSA 356-B:15, II and Royale Sands Beach Club By-laws, Article VI, Section 10, "Interest and Counsel Fees," the Condominium Association shall be entitled to all costs and attorneys' fees incurred in any proceeding the Board of Directors deems necessary to gain compliance with the condominium documents. The money collected from assessments shall be expended at the discretion of the Board. Proper records will be kept of all transactions.

In addition to these rules, Unit Owners, Tenants, and Guests are bound by any applicable governmental law, ordinance or regulation. Unit Owners and Tenants are urged to contact appropriate legal authorities in the event of activities that deemed to be illegal.

**SEVERABILITY.** In the event that any applicable Federal, State or local law or any provision of the Declaration or the By-laws shall be in conflict with and prevail over these rules, it is the intention of the Board of Directors that these rules shall be considered severable and that the invalidation of any rule or part of any

rule contained herein shall not invalidate the remaining rules or parts of the rules.

**WAIVER.** No provision contained in these rules and regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same (except where a right is dependent upon the notice to be given within a specified period), irrespective of the number of violations or breaches which may occur.

**CONSENT REVOCABLE.** Any consent or approval by the Board of Directors given under these rules shall be revocable by the Board of Directors whenever it deems such withdrawal to be in the best interest of the Condominium.

## I. OCCUPANCY STANDARDS

The units and the common Areas shall be occupied subject to the following restrictions:

- A. An owner shall not occupy or use his/her unit or permit the same, or any part thereof, to be occupied or used for any purpose other than as a private residence for the owners and the owner's family or the owner's lessees or guests.
- B. No unit shall be used for any commercial, professional or other purpose without the written permission of the Board of Directors. Application for written permission to use a unit for professional use or to operate a home-business within a unit shall be made in writing to the Board of Directors only by the **Owner** of a unit, using the form "Request for approval of home-business or in-home professional office." Such application shall be submitted at least 30 days in advance of the intended date that the individual wishes to commence use of the unit for such use and the application will be reviewed at the next regularly scheduled monthly meeting of the Board of Directors.
- C. An owner shall not lease or rent his/her unit to any other party, except for periods not less than six (6) months per lessee. The unit owner shall notify the Board of Directors (the "Board") or the Property Manager in writing, of any such rental or tenancy by completing a "New Tenant Profile" form and submitting it with a copy of the lease to the Property Manager or Board prior to the tenant moving in. There is a fine of \$500.00 per month for rentals of less than six (6) months and, a \$15.00 fine for failure to notify the Condominium ("Association") of rental. Subleasing and time-sharing are prohibited.

- D. When a unit is rented it shall be occupied by no more than eight (8) people.
- E. In all cases, it is the responsibility of any owner renting his/her unit to guarantee the appropriate behavior of his/her renters, and to make sure that his/her renters are aware of and abide by the rules and regulations of the Association. A copy of the rules and regulations shall be provided to each renter and maintained in said unit. Any disregard for the rules and regulations regarding appropriate behavior by a renter, could result in the suspension of the privilege to use common areas and subject the unit owner to a fine. In the event that the tenant of any Unit Owner shall breach his lease by failing to comply with any of the terms of the Declaration, By-laws and the Rules and Regulations, the Board of Directors may require the Unit Owner to secure the eviction of his tenant.
- F. Any damages to common area by a renter will subject the owner to a fine or assessment.

## **II. COMMON AREAS**

The term "Common Areas" shall mean the areas, facilities, swimming pool and all portions of the Condominium other than the units and the limited common areas. The "Limited Common Areas" shall mean those areas reserved for the exclusive use of one or more of the units but less than all of the units.

- A. The unit owner must be on the premises while their guests use the common areas (pool, visitor parking, dumpster, etc). A unit owner may request permission for their guest to use the Royale Sands common areas in their absence. All requests for guests common area usage must be in writing either by US mail addressed to Board at 581 Ocean Blvd., unit #8, Hampton, NH 03842. or via email at [board@royalesands.com](mailto:board@royalesands.com). For the safety and security of all our residents, the Board requires the unit owner to include the names of the guests and the dates they will be using the common areas in the owners absence. Failure to provide these names and dates will automatically disqualify the guests from using the common area. Usage of the common areas by unauthorized guests will result in a fine to the unit owner. The unit owner is responsible to ensure that the guests understand and comply with the Royale Sands Rules and Regulations while they are on the premises.
- B. Every person who is entitled to membership in the Association, as well as their

respective tenants and guests, shall be privileged to use and enjoy the common areas, subject to the right of the Association to promulgate rules and regulations governing such use and enjoyment. The membership of any member, as well as the privileges of their respective tenants and guests, may be suspended by the Board for any period during which any assessment against the unit to which his/her membership is appurtenant remains unpaid. On payment of such assessments, and any interest accrued thereon, the rights and privileges shall be immediately and automatically restored. The rights and privileges of any person in violation of any of the rules and regulations governing the use of the common areas and conduct of persons thereon may be suspended at the discretion of the Board for a period not to exceed thirty days for any single non continuous violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated.

- C. There shall be no obstructions of the common areas, including the parking area. Nothing shall be stored in the common areas without prior written consent of the Board.
- D. The sidewalks, entrances, and limited common areas including passages, public halls, vestibules, corridors, and stairways of the complex shall not be obstructed or used for any purpose other than entrance to and exit from the units. This is required in order to maintain unobstructed fire exits.
- E. No limited common areas of the complex shall be decorated or furnished by any unit owner (or tenant) in any manner.
- F. No one shall play in the limited common areas or play any games in the parking areas that could impede the flow of traffic or which could potentially damage parked vehicles, the landscaping or the exterior of any building.
- G. Skateboarding is expressly prohibited in all common areas. Skateboards are to be carried (not ridden) on and off of the premises.
- H. Rollerblading, roller skating and bicycling in the common areas is expressly prohibited, except to exit the premises and to return to your unit via the shortest practical path.
- I. Nothing shall be altered or constructed on or removed from the common areas or limited common areas without the written consent of the Board.
- J. No recreational implement, lawn furniture, toys or other similar articles shall be placed or parked on any part of the common areas and facilities except in

accordance with these rules and regulations. (See Sections VII and VIII).

K. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or be exposed on any deck, solarium or any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly material.

### **III. UNIT AND COMMON RESTRICTIONS**

- A. Each unit owner shall keep his/her unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or substance.
- B. No shades, venetian or other blinds, drapes, curtain, window guards or other window decorations shall be used in or about any unit except such as shall have been approved in writing by the Board, which approval may be granted or refused in the sole discretion of the Board. Any article, such as sheets, towels, etc., which were never intended to be used as drapes or curtains are automatically unallowable.
- C. No personal items other than furniture in good repair, plants and pictures may be placed in the solarium. Items which are specifically not allowed to be stored in the solarium would include, but not be limited to, bicycles, sporting goods, exercise equipment, toys, beds, surf boards, baby carriages, boxes, etc.
- D. No radio or television aerials, satellite receivers or any wires shall be attached to or hung from the exterior of the complex, unless permitted by the Telecommunications Act of 1996 or subsequent FCC rules or regulations and approved by the Board in writing prior to any installation.  
*See Section XV, entitled "Satellite Dishes & Aerial Antennas—Permitted Uses" on page 12.* No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the complex except such as shall have been approved in writing by the Board; nor shall anything be projected from any window of the complex without similar approval.
- E. No ventilator or air conditioning device shall be installed in any unit, except those provided in the original construction, without prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

- F. All radio, television or other electrical equipment of any kind installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Underwriters Laboratory and the public authorities having jurisdiction. The unit owner shall be liable for any damage or injury caused by his electrical equipment.
- G. No one shall make or permit any disturbing noises or activity in the unit or in the common areas, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of others. No one shall play any musical instrument, or operate a phonograph, radio, television set or other loud speaker between the hours of 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy others.
- H. Unit owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the complex.
- I. Unit owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their units.
- J. No unit owner or any of his/her agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his/her unit any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
- K. Nothing shall be done or kept in any unit or in the common or limited areas which will increase the rate of insurance of the complex or contents thereof applicable for residential use without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his/her unit or in the common or limited common areas which will result in the cancellation of insurance on the complex or which would be in violation of any law. No waste shall be permitted in the common or limited common areas.
- L. No wood stoves are permitted.
- M. Propane gas and charcoal grills are not allowed to be used within 10 feet of the buildings. Propane gas and charcoal grills are not allowed on any decks and gas tanks are not allowed inside the condo unit, condo storage areas, or garages. Electric grills may be used on the decks and outside the solarium on units 1 – 3 and 25 – 27 provided it is removed from the limited common area once it is no longer being used for the day.

N. Ducts from clothes dryers to wall entry must be rigid or semi-rigid metal. Washing machine hoses must be stainless steel braided material. Drip pan must be installed under the clothes washer.

O. Yard sales, tag sales, moving sales, etc. are not allowed on condominium property without the written approval of the Board of Directors. Overall yard sales are limited to two per year. An approved overall condominium yard sale is not the responsibility of the Condo Association. The owners planning the yard sale are responsible for obtaining a permit from the Town of Hampton. Yard sale customers must park on Ocean Blvd, not on Condominium property.

#### **IV. MAINTENANCE, ALTERATION AND IMPROVEMENT**

A. The Association shall maintain, repair and replace all portions of the common areas at the Association's expense. The Association is also responsible for maintaining the exterior appearance and roof of the complex at the Association's expense (see page 19 entitled "Financial Responsibility Schedule" for reference as to association and unit owner financial responsibility for repair of specific items).

B. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for any injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

C. The unit owner shall maintain, repair and replace all portions of his/her individual unit and the limited common area which goes with said Unit. In the event this is not done within 30 days of written notice by the Association to undertake said repairs, the Association may undertake the repair, assess the unit owner, and invoke a lien against the common unit owners, or owner, in proportion to their interest if such assessment is not paid.

D. A unit owner shall not paint or otherwise decorate or change the color, appearance or the type of the exterior siding of the building, including the siding visible through the solarium, without the prior written consent of the Board. All window and outdoor decorations will be at the discretion of the Board.

E. No unit owner shall make any alteration of his/her unit, nor construct any new structure or appurtenance, or make any improvements to the building without the consent of the Board. To apply for Board consent, a unit owner must complete a

building permit form and submit it to the property manager or the Board. Any unit owner shall have the right to make interior decorating improvements or any interior changes that do not affect any facilities that are shared with the other units within the building, such as the fire protection system, and which are not part of the exterior of the building structure visible through the unit solarium. Any door or windows being replaced must be replaced with a make / model approved by the Board of Directors. If replacement of the overhead garage door is necessary, it is to be replaced with the same make and model most recently installed by the condominium association. The above requirements to utilize the same make and model of door or windows on all contemplated replacements is intended to protect and enhance property values by maintaining visual consistency throughout the development.

- F. Each owner agrees to maintain, repair and replace at his/her expense all portions of the common areas and facilities that may be damaged or destroyed by reason of his/her own or any occupant's act or neglect of any invitee, licensee, or guest of such owner or occupant.
- G. The Association will remove snow from the roadway and parking spaces as quickly as is possible after a snowstorm. Upon arrival of the snow removal contractor, all residents and guests with cars parked outdoors shall immediately remove their vehicles from the premises to facilitate snow removal. Vehicles which remain inappropriately parked (in assigned parking spaces, Visitor parking spaces or in front of garages) on the premises once snow removal operations commence shall, without notice, be towed at the vehicle owner's expense.
- H. Unit owners are responsible to reimburse the Condominium Association for any cost incurred by the Association for acts caused by the Unit Owner or any occupant/lessee or guest.

## **V. RESTRICTIONS ON USE OF TRASH DUMPSTER**

- A. On Trash Pick-Up days, parking is not allowed in the Visitor parking spaces in front of the trash dumpster or in front of Unit 7 From Sunday at 4:00 P.M. to Monday at 5:00 P.M. **Vehicles parked in front of the trash dumpster on Trash Pick-Up days between Sunday at 4:00 P.M. to Monday at 5:00 P.M. will be towed without notice to the owner of the vehicle. Any vehicle blocking the dumpster at pick up time and requiring the trash**

**collecting vehicle to make a second trip will be done at cost to unit owner. IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO INFORM GUESTS/TENANTS OF THIS RULE. The condominium association will not be responsible for towing costs incurred or incidental damage to vehicles which must be towed.**

- B. The dumpster is for the disposal of **normal household trash** only. Items specifically not allowed to be disposed of via the dumpster include construction materials, hot water heaters, furnaces, appliances, furniture, carpeting, etc. Items such as these must be taken directly to the Hampton Transfer Station on Landing Road at the expense of the individual resident or placed at the street at the time of the year that the Town of Hampton picks up large items. When performing interior renovations or replacement of carpeting or other flooring, it is the responsibility of the individual homeowner to make sure that they inform their contractor that they must remove the waste from the premises and not place it in the dumpster.
- C. All cardboard boxes must be cut up or flattened prior to being placed in the dumpster in order to minimize the amount of space consumed.

## **VI. UNIT KEYS**

- A. Each unit owner is required to provide keys to the Board to permit access to the limited common entry door, garage entry door and unit entry door in order to protect property only in case of **emergency** and to facilitate required inspections and maintenance of the fire protection system and to permit access to the fire protection system controls.
- B. All keys obtained by the Board will be maintained in a security box under the control of the President of the Association or his/her designee (e.g., Property Manager or other director of Association). **The Board will not accept responsibility for providing keys for lockouts.** It shall be the sole responsibility of the individual resident to make arrangements to provide a spare key to a friend or neighbor whom they may rely upon to help in the event of a lockout.
- C. The Board will make reasonable efforts to notify all unit owners in advance of the necessity to gain access to units so they may be present. However, if access is required due to an emergency, the Board will leave a notice indicating the time

and date of entry and the reason.

- D. During the period from November 15 to March 31 it will be considered reasonable for the Board to enter unoccupied units to determine that such units have their heat set at the minimum required and for the Board to adjust such temperature settings to maintain the minimum required.
- E. If any key or keys are entrusted by a unit owner or by any member of his/her family or by his/her agent, servant, employees, licensee or visitor to an individual employed by the Association other than the Property Manager (Note: Board members are not employees of the Association), whether for such unit owner's unit or an automobile, trunk or other item of personal property, the deliverance of the key shall be at the sole risk of such unit owner, and the Board shall not (except as provided elsewhere in the By-laws) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

## **VII. HEAT AND ELECTRICITY**

- A. During the period from November 15 to March 31 the heat in each Unit must be maintained at 62° Fahrenheit regardless of whether the unit is occupied. This is necessary to prevent the bursting, from freezing, of water and plumbing systems within each unit and to prevent damages to adjacent units. In addition, it is necessary to prevent freezing of sprinkler heads, which could release water into a unit, and prevent damage to the fire protection control system. Such damage to the fire protection system could result in citations from the town and could allow the Association's insurance company to escape liability for water damages which occurred in an unheated unit or fire damages which occurred while the fire protection system was inoperative.
- B. The Association will not be liable for any damages which occur as a result of a unit owner not maintaining a minimum heat of 62° Fahrenheit. Any damages that occur to a unit where the minimum heat was not maintained, or damages that occur to other units as a result of said unit owner's negligence, will be payable by said unit owner. In addition, any damages normally paid by the Association's insurance company that are not paid because a unit was not properly heated will not be payable by the Association and will be the liability of the unit owner who did not properly heat the unit.

C. During the period from November 15 to March 31, in addition to maintaining the heat at the minimum of 62° Fahrenheit, it is recommended that the water supply in all unoccupied units be shut off, and all water pipes drained from the lowest point in the system.

D. Electricity must remain on at all times so that the smoke detectors within the unit remain functional.

### **VIII. INSURANCE POLICIES**

This section of the Rules & Regulations is intended to clarify the type of additional insurance coverage every unit owner should maintain for the interior of their unit and associated mechanical equipment which is physically located outside thereof. This section also identifies the particular circumstances under which the individual unit owner should expect the insurance they have personally obtained (as opposed to the Master Insurance Policy maintained by the condominium association) on the interior of their unit to be responsible for paying for damage to the interior of their unit and that of adjacent units.

A. It is highly recommended that, prior to purchasing an insurance policy on the interior of your unit, you contact the condominium association's insurance agent, specified on the RSBC web site in order to determine the specific coverage you will need that is not provided by the association Master Insurance Policy. Regardless of where you obtain the insurance on the interior of your unit, the first step in determining what coverage you need, in order to be fully insured, is to contact the condominium association's insurance agent.

B. It is important to remember that under the Condominium Association's Master Insurance Policy, the water damage up to the policy's deductible specified in the Royale Sands web site (including damage to adjacent units) resulting from the failure of the domestic water system within the walls of the individual unit is the financial responsibility of the owner of that individual unit where such water damage originated (providing the unit owner has maintained the temperature at 62 degrees during the winter months. The master policy does not cover water damages from burst or improperly installed hoses or appliances located outside the walls such as washing machine hoses, fixtures, toilets, sinks, whirlpool tubs, icemakers or dishwashers. It is highly recommended that all unit owners obtain individual insurance to cover the deductible of the master policy.

## **IX. POOL AND SPA RULES**

The following rules are intended to provide guidelines for ensuring that all residents and guests can enjoy the pool and spa and have a safe and clean environment. **NO LIFEGUARD IS PROVIDED AND ALL PERSONS USE THE POOL AND SPA AT THEIR OWN RISK.**

- A. Pool and spa hours are 9:00 AM to 9:00 PM daily. No one under age 14 will be allowed in the pool area without a responsible adult (18 or over) for supervision. Last person out of pool area must lock gate..
- B. Any unauthorized person found within the fenced pool area outside of the published hours will be treated as a trespasser and the police will be called.
- C. Use of the spa should be limited to 15 minutes, since long exposure may result in nausea, dizziness or fainting. Use by children under 8 is prohibited. Elderly persons, pregnant woman and those with health conditions requiring medical care should consult a physician before entering the spa. Hot water immersion while under the influence of alcohol, narcotics, drugs, or medicines may lead to serious consequences and is not recommended.
- D. No offensive or abusive language will be tolerated.
- E. No glass of any type is to be brought into the pool area.
- F. No running, jumping, diving or other "horse play" is allowed in the pool area.
- G. No foreign objects (balls, scuba gear, frisbee, wet suits, boogie boards, floats, etc.)are allowed in the pool or spa. Goggles and diving sticks are allowed.
- H. No objects are to be hung on the fences.
- I. No objects such as chairs or mats are to be left in the pool area overnight.
- J. Trash shall be put in the containers provided.
- K. Babies are required to wear clean "swim diapers," i.e.: Huggies Lil Swimmers.
- L. The posted pool rules must be followed.

## X. PARKING RULES

The following parking rules are intended to keep the parking lot free of obstructions so that emergency vehicles, trash collection vehicles, snow removal vehicles, delivery vehicles, etc. may pass through the parking lot unimpeded. They are also intended to maximize the availability of visitor parking spaces for use by guests & residents in all twenty-six units. Residents must use all of their units parking places before directing their guests to a visitors parking space. Improper parking will subject such vehicle to immediate towing. All towing expenses will be the responsibility of the vehicle owner.

A. Parking is allowed only in authorized or marked spaces. Units 1,2,3,25,26 and 27 each have two assigned parking spaces adjacent to the unit. Occupants of all other units are expected to keep their cars in the garage or 1 (one) car may be parked at an angle in front of the garage door in such a manner that other units are not blocked in any way. There are five guest spaces by the pool, two by the trash dumpster (see separate restriction) and one by unit 25, which are to be used only for guests and are not to be used by tenants or owners. A guest is someone on the premises visiting a resident. Guest parking is limited to seven (7) consecutive days in a visitor parking space. Any vehicle violating the parking rules is subject to a fine to the unit owner and to being towed at the owner's expense. Fines assessed will be in accordance with the fining policy outlined on page one of the rules & regulations.

B. Parking is not allowed along the curbs next to Units 3, 21 or 27 at any time.

C. Parking is not allowed in front of the trash dumpster near units 7 and 9 between the hours of 4:00 P.M. Sunday through 5:00 P.M. on Monday on trash pick-up days

and any time there is snow being plowed. In addition, on Trash Pick-Up days, parking is not allowed in the Visitor parking spaces in front of the trash dumpster or in front of Unit 7 between 4:00 P.M. Sunday through 5:00 P.M. on Monday. **Vehicles parked in front of the trash dumpster on Trash Pick-Up days between 4:00 P.M. on Sunday through 5:00 P.M. on Monday will be towed *without* notice to the owner of the vehicle. IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO INFORM GUESTS/TENANTS OF THIS RULE. The condominium association will not be responsible for towing costs incurred or incidental damage to vehicles which must be towed.**

D. The following SHALL NOT be left in the parking lot: -Over size vehicles -Commercial vehicles – Contractors utility trailers -Snowplows -Non powered vehicles -Unregistered vehicles -Vehicles under repair -Vehicles dripping anything that will discolor, damage or create a hazard in the parking lot. -Trailers, camping trailers, motor homes, boats or other recreational type units. -Motorcycles-unless blocks are put under the kick stand. -Any other object the Board feels is inappropriate.

E. Parking in another unit's designated space is not permitted **unless** the Board has written documentation on file from the owner giving permission to use their designated spaces.

F. Upon arrival of the snow removal contractor, all residents and guests with cars parked outdoors shall immediately remove their vehicles from the premises to facilitate snow removal. Vehicles which remain inappropriately parked on the premises once snow removal operations commence shall, **without notice**, be towed at the vehicle owner's expense.

G. Parking violation fines shall be assessed in accordance with the schedule shown on Page one of these Rules and Regulations.

H. Vehicles parked at the pool visitor spaces must not overhang the walkway.

I. Contractors doing work in any unit from May 15 to September 15 must park in the unit owners' space if the unit owner has an open space. If the unit owner does not have a space available, the contractor will be allowed to park in a visitor's space.

J. Saturdays and Sundays from May 15 to September 15 contractors will not be allowed to park in any visitor space. The contractor must park in the unit owner's space or outside the condominium property.

K – Any car parked in a visitor parking space must display a valid parking hangtag. Tags are required 24 hours a day, 7 days a week, year-round. Cars in violation may be subject to towing at owners' expense and/or fining as outlined in this document. Each unit will be issued 2 parking tags. Parking tags are property of the Association, and must be returned to the Association when a unit is transferred to a new owner. Lost/replacement tags may be obtained for a \$50 per tag

administration fee. The same fee will apply to tags not returned to the Association upon transfer of the unit. Tags replaced or reported lost are not valid for parking. A car displaying a voided tag will be towed and/or fines issued. It is the owner's responsibility to collect the tag from visitors before they leave the property. Loaner tags are not available from the Association. Should you need an extra tag, you may borrow one from a neighbor. Residents are not permitted to use visitor parking for their own vehicles, even with a hang tag. Visitors and unit owners must abide by all visitor/parking rules detailed in this document

## **XI. HOUSEHOLD PET RULES**

The intent of these rules is not to prohibit pets but to limit the effects of certain pet behavior on the residents.

No animal may be housed or boarded anywhere within Royale Sands Beach Club without prior written consent of the Board of Directors. Residents whose visitors wish to bring their pets to the development are subject to the same requirement of obtaining the written consent of the Board of Directors for the "visiting" pet(s). Written consent is obtained by completing a "Request for Household Pet Occupancy" form, submitting it to the Board of Directors for review at their next regularly scheduled monthly meeting and receiving back a copy of the approved form. Without that written consent, residents are prohibited from allowing visitors to bring their pets on the grounds. Failure to obtain prior written consent of the Board of Directors shall be cause for a fine in the amount of \$10.00 per day or a maximum of \$1,500 to be levied upon the owner of the unit in violation. Pets shall be limited to a maximum weight of 30 pounds, fully-grown. This weight limitation shall be equally applicable to "visiting" pets. Pets shall be limited to no more than a total of 1 dog or 2 cats and such caged pets that do not require being outside of an enclosed habitat. **Tenant occupied units may have 2 indoor cats only. No other pets are allowed. Visitor pets are not allowed in tenant occupied units.**

B. All local and state ordinances are hereby adopted by Royale Sands Beach Club. Such ordinances may be enforced by local authorities including the Animal Control Officer, without regard to the Royale Sands Beach Club Household Pet Rules.

C. Application for written permission to house a pet within a condominium unit shall be made in writing to the Board of Directors only by the **Owner** of a unit, using the form Request for Household Pet Occupancy. No such application shall

be accepted by the Board unless the Unit Owner is current in all fees, fines and assessments. The application will be reviewed at the next regularly scheduled monthly meeting of the Board of Directors.

D. The Board of Directors, upon its approval for Household Pet Occupancy, shall issue its permission in writing.

E. Pet owners will hold harmless and indemnify Royale Sands Beach Club Condominium Association from any claim resulting from the action of any pet(s).

F. No pet may be kept, bred, or maintained for any commercial purposes.

G. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property, subject to the complaints received by the Board in writing by two or more Unit Owners. Any animal considered to be vicious, intimidating, or uncontrollable can be removed by majority vote of the Board following a hearing with the pet owner.

H. The individual Unit Owner shall be liable for all costs should an animal have to be removed from Royale Sands Beach Club by direction of the Board. Costs incurred shall include all legal fees incurred by the Association. All costs incurred shall be assessed to the Unit.

I. Any damage to the Common areas as a result of a pet will be the full responsibility of the Unit Owner to whom the pet is registered; the Unit Owner is responsible to the Association for paying all expenses to restore the area.

J. Unit Owners who allow guests to bring animals onto Royale Sands Beach Club property shall be fully responsible for the actions of such animal and ensuring compliance with the Association Pet Rules. Any visiting animal that is viewed to be vicious or intimidating must be removed from the property immediately upon verbal request of any Unit Owner or occupant.

K. All incidents and violations of pet rules must be reported to the Board in writing and signed by the complainant. Prior to the Board taking action, the owner of the pet involved shall be notified by the Board to appear for a hearing on the matter. The decision of the Board will be final.

L. All pets will be kept inside the units at all times except when held on a leash no more than six (6) feet in length. Under no circumstances will any pet be allowed to roam freely on the Common Areas of the property and must be under complete

control of the handler at all times.

M. Only the unit-owner pets described on each Request for Household Pet Occupancy form will be permitted to be permanently housed on the premises. No permanent additional or different pet is authorized without an additional request.

N. All pets will be kept duly licensed and maintained in accordance with local and state regulations including all immunization records.

O. No animal may be leashed to any stationary object of any unit or upon the Common Areas or be left unattended on Limited Common Areas (such as unit balconies, front steps, or patios).

P. All pets may be outside the registered unit when they are leashed and properly supervised. **The handler of the pet must have a plastic bag or pooper scooper in their possession whenever the pet is outside.**

The handler of the pet must remove waste excreted by any animal under their control immediately and properly dispose of it.

Q. The Pool Area is off limits to all pets.

R. No animal is permitted to bark, howl, or make other loud or disturbing noises at any time so as to disturb the rest or peaceful enjoyment of any Unit or the Common Areas.

S. Individual Unit Owners shall be responsible for all fines assessed by the Board for violation of these rules.

T. Pet owners and handlers are prohibited from permitting any animal in their control to relieve themselves upon any maintained area of landscaping within the development, including all areas where the ground is covered by crushed landscaping stone and shrubs.

Specifically included in this definition are the areas between the Ocean Blvd. sidewalk and the four buildings with frontage on Ocean Blvd as well as the landscaped areas surrounding units 1 through 3 and 25 through 27.

U. All animals required to be duly licensed shall wear a collar at all times with the license securely fastened.

V. Pets not requiring occupancy approval—such as snakes, hamsters, and so on—must be caged to prevent escape onto the Common Areas.

W. The grassy area between units 7 and 9, which includes the dumpster is off limits to all pets.

**Fines for violation of Household Pet Rules shall be as follows:**

First offense: \$35.00

Second offense: \$100.00

Third offense: \$250.00 and removal of the pet from Royale Sands Beach Club by the Board

The animal must be removed within seventy-two (72) hours of formal Board request to remove. If the animal is not removed within 72 hours, an additional fine of \$10.00 per day or a maximum of \$1,500 shall be imposed against the Unit Owner in violation of the request to remove.

Payment of all fines shall be made to the Association within fifteen (15) days of notification of fines due. If the fine is not paid, collection proceeding shall be instituted against the Unit Owner in accordance with provisions of the By-laws of the Association.

**XII. STORAGE**

Nothing shall be stored in the common areas in front or back of each unit. This includes bicycles, boats, kayaks, motorcycles, furniture, etc.

- A. No one shall deposit or keep garbage cans, rubbish, debris, or other unsightly materials in the common or limited common areas. Garbage will not be permitted to be stored outside the front or back of any unit. Garbage shall be placed in the garbage dumpster provided and shall never be placed on top of the lids or along the sides of the dumpster.
- B. No toxic or dangerous materials may be stored in any unit on the premise.

**XIII. DECKS**

Each unit owner shall keep his/her unit, deck and solarium, to which he has sole access to in neat and good taste of cleanliness and shall not create any annoyance or hazard to health or safety. Any changes to the original construction of any deck must be by written consent of the Board.

#### **XIV. SIGNS/EXTERIOR DECORATION**

No signs or plaques of any kind are to be placed on the outside of any unit or on the common or limited common areas around each unit or shall be displayed in the public view from any unit. This restriction is not intended to prevent the use of door knockers or nameplates. Holiday decorations must be taken down two (2) weeks after the holiday.

#### **XV. SATELLITE DISHES & AERIAL ANTENNAS--PERMITTED USES**

##### **Introduction**

These rules are adopted by the Board of Directors of Royale Sands Beach Club Condominium Association, on December 18, 1999, effective December 18, 1999.

##### **RECITALS**

WHEREAS, the Royale Sands Beach Club Condominium Association (“Association”) is responsible for governance and maintenance of the association community (“Community”); and

WHEREAS, the Association exists pursuant to New Hampshire R.S.A. 356-B:56 and the Declaration and By-laws; and

WHEREAS, the Board of Directors is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to the Declaration of Condominium, Article VII, Section XI; and

WHEREAS, the Federal Communications Commission (“FCC”) adopted a rule effective October 14, 1996, and amended effective January 4 and 22 and February 16, 1999, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (“Covered Antennas”);

and

WHEREAS, the Board of Directors wishes to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC OTARD Rule;

NOW, THEREFORE, the Board of Directors votes and adopts the following rules and restrictions for the Community, which shall be binding upon all owners and residents and their grantees, lessees, tenants, occupants, successors, heirs, and assigns and which shall supersede any previously adopted rules on the same subject matter.

## **I. Definitions**

- A. Antenna: any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- B. Covered Antenna: an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.
- C. Central Antenna System: an antenna system installed by the Association to serve more than one resident simultaneously.
- D. Common Property: property owned by all unit owners jointly, as defined in the Declaration of Condominium recorded at the Rockingham County Registry of Deeds, Book 2568, Page 1740.
- E. Exclusive Use Area: area (and airspace) in which the owner has a direct or indirect ownership interest and which is designated for the exclusive use of the owner as defined in the Declaration of Condominium, Section I, Paragraph 3.
- F. Individual Antenna: Antenna installed by one Resident for reception by that Resident.
- G. Individually Owned Property: property defined in a recorded deed and the Declaration of Condominium, as being owned solely by the Resident, regardless of whether the Association has maintenance responsibility for

that property.

H. Mast: Structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.

I. Resident: any person residing in the Association.

J. Transmission-Only Antenna: An Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

## **II. Antenna Size and Type**

Subject to criteria detailed elsewhere in these rules, the following are Covered Antennas and may be installed:

1. 1. 1. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited.
2. 2. 2. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter. MDS antennas larger than 39.4 inches (1 meter) are prohibited..
3. 3. 3. Antennas designed to receive television broadcast signals, regardless of size.
4. 4. 4. Transmission-Only Antennas that are necessary for the use of Covered Antennas.
5. 5. 5. Masts that are required for the installation of Covered Antennas.
6. 6. 6. All other Antennas (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited.

## **III. General Rules**

A. Residents may install Covered Antennas according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas.

B. Location

1. Covered Antennas shall be installed solely on Individually Owned Property or Exclusive-Use Areas, as designated in the Declaration of Condominium defining the portions of Common Property, limited common elements, or Individually Owned Property. Installation of Covered Antennas on a limited common element does not convert the limited common element to Individually Owned Property.

2. 2. 2. Television broadcast Covered Antennas must be installed inside a unit whenever possible.

3. 3. 3. Covered Antennas shall not encroach upon any Common Property, any other Resident's Individually Owned property or Exclusive-Use Area, Common Property airspace, or the airspace of another Resident's Individually Owned or Exclusive-Use Area.

4. 4. 4. Covered Antennas shall be located in a place shielded from view from other units or homes, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location. This section does not permit installation on Common Property, even if an acceptable-quality signal cannot be received from an Individually Owned or Exclusive-Use Area.

5. 5. 5. If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

## C. Installation

1. 1. 1. Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

2. 2. 2. All installations shall be completed so that they do not materially damage any property in the Community, or void any warranties of the Community or other Residents, or in any way impair the integrity of any

building in the Community. ~3. A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna and shall provide the Association with an insurance certificate listing the Association as a named insured

prior to installation. Insurance shall meet the following minimum limits: ~.a. Contractor's general liability (including completed operations): \$1 million. ~.b. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to association residents and personnel.

1. 4. Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity. ~.5. Residents are liable for any personal injury or damage occurring to Community Common Property or other Residents' Individually Owned Property or Exclusive-Use Areas arising from installation, maintenance, or use of a Covered Antenna, and shall pay the costs to ~.a. Repair damages to the Common Property, other Residents' Individually Owned Property or Exclusive-Use Areas and any other property damaged by Covered Antenna installation, maintenance, or use; ~.b. Pay medical expenses incurred by persons injured by Covered Antenna installation, maintenance, or use; and ~.c. Reimburse residents or the Association for damages caused by Covered Antenna installation, maintenance, or use.

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6. A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

D. Installation on Exclusive-Use Areas (for condominium and cooperative associations)

There shall be no penetrations of exterior areas of the building to install, use, or maintain Covered Antennas. The following devices shall be used whenever possible: ~.a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane or other Common Property; ~.b. Devices such as ribbon cable that permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or ~.c. Existing wiring for transmitting telecommunications signals and cable services signals.

E. Maintenance

1. 1. 1. Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for Covered Antenna

maintenance, repair, and replacement, and the correction of any safety hazard within thirty days after notification of the need for repair.

2. 2. 2. If Covered Antennas detach, Residents shall remove the Antennas or repair such detachment within seventy-two hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the Resident.

3. 3. 3. Residents shall be responsible for Covered Antenna maintenance if the exterior surfaces of the Covered Antennas deteriorate.

4. 4. 4. If the Resident does not correct a safety hazard within thirty days after notification, the Association may enter onto the property to repair the Covered Antenna. Any repair expense will be charged to the Resident.

5. 5. 5. If a Covered Antenna is not properly maintained, the Resident shall be responsible for any personal injury or property damage to Common Property or another Resident's Individually Owned Property and shall indemnify the Association for any personal injury or property damage.

#### F. Covered Antenna Camouflaging

1. 1. 1. Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) on which they are installed.

2. 2. Covered Antennas installed on the ground and visible from the street or other Residents' Individually Owned or Exclusive-Use Areas must be camouflaged. A covered antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

2. 3. 3. Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

#### **IV. Safety**

Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered

Antenna installation, Residents must follow the listed safety guidelines:

- A. Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.
- B. Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within 10 feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.
- C. Covered Antennas shall not obstruct access to or exit from any doorway or window of a unit, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of association residents and personnel, and to ensure safe and easy access to the association's physical plant.
- D. To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.
- E. To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.
- F. To prevent roof damage and possible resultant personal injury, Covered Antennas shall be attached to withstand the pressure of snow and ice.

## **V. Number of Covered Antennas**

No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident.

## **VI. Association Use of Common Property for Covered Antenna Installation**

A. The Association may choose to set aside a portion of Common Property for the installation of a Central Antenna System to receive telecommunications signals. If the Association chooses to install a Central Antenna System, the Association may prohibit Individual Antenna installations provided that the following conditions are met:

1. 1. 1. The Central Antenna System offers the same service from the same provider as the Individual Antenna;
2. 2. 2. The proportionate costs for both Central Antenna System installation and signal reception (including any service fees) must be equal to or lower than costs for installation and service of an Individual Antenna;
3. 3. 3. The quality of signals received from the Central Antenna System is equal to or better than that of signals received from Individual Antennas; and
4. 4. 4. There is no unreasonable delay in receiving the signals.

B. If the Association installs a Central Antenna System, it may order the removal of Individual Antennas provided that the Association pays for the removal of the Individual Antennas and reimburses the Residents the value of the Individual Antennas.

## **VII. Mast Installation**

A. Mast height may be no higher than absolutely necessary to receive acceptable-quality signals.

B. Masts extending 12 feet or less beyond the roofline may be installed on Individually Owned or Exclusive-Use Area property, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the lot line than the total height of the Mast and Covered Antenna above the roof must be preapproved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an

explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

- C. Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common and other Residents' Individually Owned Property or Exclusive Use Areas, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.
- D. Masts must be painted the appropriate color to match their surroundings.
- E. Masts shall not be installed nearer to electric power lines than a distance equal to the total height of the Mast and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.
- F. Masts shall not encroach upon Common Property or another Resident's Individually Owned or Exclusive-Use Areas.
- G. To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions natural to Association's location.

### **VIII. Covered Antenna Removal**

Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents shall be responsible for all costs relating to restoration of these areas.

### **IX. Association Maintenance of Locations upon Which Covered Antennas Are Installed**

A. If Covered Antennas are installed on property that is maintained by the Association, the Residents retain responsibility for Covered Antenna maintenance. Covered Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other Residents. If increased maintenance or damage occurs, Residents are responsible for all such costs.

B. If maintenance requires the temporary removal of Covered Antennas, the

Association shall provide Residents with ten-days' written notice. Residents shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterward. If they are not removed in the required time, then the Association may do so, at the Residents' expense. The Association is not liable for any damage to Covered Antennas caused by Association removal. The Association is not responsible for reinstalling Covered Antennas.

C. If Covered Antennas pose immediate threats to Association Residents and personnel or property, then the Association has the right to remove Covered Antennas. The Association is not liable for any damage to Covered Antennas caused by this removal.

#### **~X. Notification Process**

- A. **Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to the Board of Directors, care of 581 Ocean Blvd., Box 8, Hampton, NH 03842.** The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering the community for Covered Antenna installation, and to determine whether the installation could pose a safety hazard.
- B. The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna.

#### **XI. Installation by Tenants**

These rules shall apply in all respects to all Residents, whether owners or tenants.

#### **XII. Enforcement**

- A. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rules are enforceable, a fine of \$50 shall be imposed by the Association for each violation twenty-one days

after the Association rules have been validated, unless the rules had previously been validated and the Resident does not contest the rules' application to his or her particular situation. In this situation, the Association will fine the Resident immediately upon revalidation of the rules. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues.

- B. If permitted in Association documents or by state statute, attorneys' fees may be collected for any work done after the Association rules have been validated by the FCC or a local court.
- C. If Covered Antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

### **XIII. Severability**

If any of these provisions is ruled to be invalid, the remainder of these rules shall remain in full force and effect.

### **XVI. ENFORCEMENT AND FINES**

The Board or its designee has the power to enforce the rules and regulations of the Association. It has the authority to assess and levy fines for any violations thereof. Failure to enforce these rules does not indicate a forfeiture of the right to do so in the future.

Approved by the Board of Directors June 11, 2014

Tom McDermott  
Michael Rubino  
Lee VanOss

**FORMS AVAILABLE ON OUR WEB PAGE**

1. Request for Household Pet Occupancy
2. New Tenant Profile
3. Application for Approval of Home Business or Home Office
4. Building Permit (for renovation inside unit)
5. Letter of Understanding
6. Application for Exemption of Residential Property From Hampton Beach District Promotional Taxation

# Royal Sands Beach Club

Condominium Association  
 Financial Responsibility Schedule<sup>1</sup>  
Maintenance, Repair and Replacement

ASSOCIATION	INDIVIDUAL UNIT OWNERS <sup>2</sup>	ADJOINING OWNERS <sup>2</sup>
Master & Umbrella Insurance Policies	Garage Doors	Common Hallway Painting
Workers Compensation Insurance	Entry Door (Poolside Units)	Common Hallway Repair
Flood Insurance	Sliding Glass Doors	Common Hallway Floor Coverings
Property Management Fees	Casement Windows	Common Entry Door
Trash Collection	Skylights	Common Hallway Carpet Cleaning
Fire Protection (Including Sprinkler System and Smoke Detectors at Top of Stairway in Common Hallway)	Solarium Glass Replacement including Tilt-out Window Frames (Including operating hardware) and Sliding Doors (Including operating hardware ) in Solarium.	Common Hallway Vacuuming & Cleaning
Common Utilities	Internal Doors	
Pool Maintenance	Internal Painting	
Snow Removal	Chimney Flues (Including portion above roofline)	
Landscaping	Internal Walls	
Signage	Decks	
Roofs	Flooring	
Paving	Fireplaces	
Pool Equipment	Contents Insurance	
Awnings	Other Liability Insurance	
Exterior Painting	Lighting – Interior	
Exterior Trim	Lighting – Common Hallway	
Exterior Flashing	Lighting – Unit Exterior	
Exterior Siding, Sheathing & Wall Studs	Intercom Systems –Exterior and Interior Components	
Pool & Driveway Lighting	Smoke Detectors Inside Unit	
Fencing	Interior Damage Due to Water Infiltration	
Mailing Costs	Plumbing (Including plumbing that originates inside the unit and extends outside the unit–to the extent that such plumbing uniquely services a particular unit. Examples include water service lines, sewer lines, gas lines.)	
Electrical connectivity from the power grid to the meters banks including any piping that connects utilities to the meters are considered common areas	Drywall	
	Cabinets	
	Toilets, Tubs, Sinks	
	Electrical Wiring (Including wiring that originates inside the unit and extends outside the unit–to the extent that such wiring uniquely services a particular unit. Examples include the electrical service lines coming from the outdoor service entrance where the electric meters are located, cable TV wiring and telephone wiring.)	
	All other interior items	

<sup>1</sup> This list is not meant to be all-inclusive but only to serve as a guide for the most important items of responsibility.

<sup>2</sup> Please be advised that our By-laws grant the Board, if necessary, the authority to perform repair and maintenance of items assigned as individual unit owner financial responsibility and assess the costs incurred to the individual unit owner.