



The Hampton Beach Club

1800 SOUTH OCEAN BOULEVARD
POMPANO BEACH, FLORIDA 33062

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EMERGENCY

Call 911, then Security (954-782-1376) to alert them that emergency personnel are on their way to your apartment.

Rules and Regulations

Welcome to the Hampton Beach Club:

This booklet defines the Rules and Regulations established and periodically updated by your Board of Directors, consistent with Florida Statutes, local ordinances, and The Hampton Beach Club Declaration of Condominium and Bylaws. These rules, considered to be reasonable, are designed to preserve the integrity of our property, serve the best interests of our owners, and foster harmonious living.

There may be times when abiding by one rule or another will be inconvenient, but we ask that you keep in mind that the condominium concept is what allows us the luxury of oceanfront living, and community living makes rules necessary.

All rules will be enforced by the Board of Directors, the Property Manager and Security Guards, who have the authority for their enforcement.

So join us, abide by the rules, and enjoy living here at The Hampton Beach Club.

BOARD OF DIRECTORS

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1. EMERGENCIES

In the event of a medical emergency, call **911**, then immediately call the Security Desk to notify them that emergency personnel are on their way to your apartment.

The Security Desk telephone number is: **954-782-1376**

In the event of a building emergency, including overflowing plumbing fixtures or leaking pipes in the apartment or common areas, contact the Security Desk immediately for assistance. The Security Desk is staffed twenty-four hours a day.

They will arrange for building maintenance personnel to assist you in stabilizing the problem until you can arrange for proper service.

2. MANAGEMENT

2.1 Management and Administrative Office

- a) Office hours are posted at the office door.
- b) Office telephone numbers are: **954-943-9545**
954-943-9546
954-785-6232 fax
- c) When the Property Manager cannot be reached at the above telephone numbers and there is an emergency involving maintenance, contact the Security Guard on duty.
- d) The Security Desk telephone number is: **954-782-1376**
- e) Unescorted access to the Association's Office and Document Storage room is restricted exclusively to the individuals having their offices there, and members of the Board of Directors. Security and Maintenance personnel shall have access only to the outer office for the purpose of retrieving faxes or obtaining keys to Units or other building areas in case of emergency.

2.2 Personnel

- a) The Property Manager supervises the employees and carries out the policies of the Board of Directors. The Office Manager administers the Office and carries out the policies of the Board of Directors.
- b) Security Guards are employed for your protection and the protection of your property. Security Guards carry out the policies of the Board of Directors and take direction from their Supervisor. The Security Company reports to and takes direction, in writing, from the Property Manager.
- c) Maintenance personnel are responsible for maintaining the common areas. Maintenance personnel take direction from their supervisor and from the Property Manager.

- d) **No owner or resident shall direct, supervise, or in any manner attempt to assert control over the employees of the Association. No owner or resident shall request any personal service including errands from any employee of the Association during the employee's working hours, except in case of emergency.**
- e) Use of building employees to distribute electioneering materials or any other bulk mailings to residents is prohibited.
- f) In case of an accident, Security Guards, if trained, shall provide first aid, up to and including the use of a defibrillator, but shall refrain from picking up or moving any individual who has fallen to avoid further injury. The Security Guard should immediately call 911 and explain the situation and also notify the Property Manager.

2.3 Suggestions or Complaints

- a) All complaints must be made in writing, dated and signed. Forms for this purpose are available at the Management Office or the Security Desk. No verbal complaints will be accepted. All complaints will be held in strict confidence.
- b) No owner or resident is authorized to reprimand or give orders to any other owner or guest of the condominium. Any complaints about another owner or guest in the condominium must be documented as detailed in Section 2.3 a).
- c) If a problem of misconduct demands immediate action, the Property Manager and the Security Guards are authorized to act to correct it and to fully document it with an incident report. The matter should be reported fully to the Board as soon as possible.
- d) If a resident becomes aware of any part(s) of the common areas, grounds, or equipment, which require maintenance or service, the resident should fill out a form describing the problem. Forms for this purpose are available at the Security Desk.
- e) Suggestions or complaints concerning the management of the grounds, employees, or regarding the action of another apartment owner or resident must be made in writing to the Property Manager who will, in turn, file a report with the Board of Directors.

2.4 Postings and Bulletin Boards

- a) All postings and notices in Common Areas, including the Security Desk, must be approved by the Property Manager or the relevant Committee Chair.
- b) The bulletin board to the left of the mail boxes, and those in the elevator lobbies at the garage level, are reserved for official communications of the Board and local community activities endorsed by the Board.
- c) The bulletin board to the right of the mail boxes may be used by residents to post notices of their personal property for sale, or their activities. These notices should be dated and shall not remain on the bulletin board for more than three (3) months. The bulletin board may not be used to post items or services for a third party, realtor listings or items of political,

religious, or commercial endorsement. A unit owner selling his unit may place a 3" x 5" card on this bulletin board giving any pertinent information.

- d) There shall be no notices posted inside or adjacent to the elevators.

2.5 Official Association Records

Under no circumstances shall any official record of the Association be removed from the Association Office or Document Storage room. In accordance with 718.111(12) Florida Statutes, any Unit Owner and Member of the Condominium Association may request, in writing, to inspect and copy official records of the Association. Such requests shall be made in writing via certified mail. The office will charge a reasonable fee for each page copied.

2.6 Requests for Information

In accordance with Florida Statutes, a unit owner may file a written inquiry with the Board. This inquiry must be sent by certified mail. The Board is only obligated to respond to one written inquiry per unit in any given 30-day period.

3. SECURITY

Every effort will be made through the use of the Security Guards, non-reproducible keys, and video surveillance to maintain a high standard of security. The surveillance of all areas at all times, however, is impractical. Consequently the cooperation of the residents is necessary to maintain building security and to report any unauthorized use or misuse of Hampton Beach Club property to the Security Desk. The Security Guard on duty shall keep a written log of such instances, which shall include the date, time and names of individuals involved.

Please keep the doors to your apartment closed and locked at all times.

4. OCCUPANCY RULES

- a) Two (2) bedroom units may not have more than four (4) adult persons or a total of six (6) persons occupying the unit overnight, including the residents. Adult means persons over the age of eighteen (18).
- b) Three (3) bedroom units may not have more than six (6) adult persons or a total of eight (8) persons occupying the unit overnight, including the residents.

5. PERMANENT RESIDENTS

Permanent Residents are the owner(s) and other individuals who are listed on the application form of the purchaser as persons who are to occupy the owner's apartment.

Only the following persons may be listed as permanent residents: The purchaser of an apartment and spouse/husband, domestic partner, parents of the same and owner's children. All other persons are considered Guests.

Ownership by a corporation, partnership, foundation, Trust, or any other such legal entity does not give the title holder greater occupancy privileges than those enjoyed by individual owner or owners under these Rules. Units shall not be used for any purpose other than a single family residence. Such legal entities must list the occupants of the apartment and must comply with all restrictions defined in these Rules and Regulations.

6. VISITORS AND GUESTS

The Hampton Beach Club distinguishes between commercial visitors and guests:

Commercial visitors are those whose relationship to the resident is primarily of a commercial or service nature. This includes delivery persons, contractors, salesmen, cleaning workers, personal care workers, realtors, etc.

Guests are those whose relationship to the resident is primarily social. This includes family members, friends, dinner guests, etc.

Entry to any apartment will not be permitted in the owner's absence unless signed authorization to grant such entry is furnished to the Property Manager in writing, in the form of a letter, fax or e-mail during normal business hours, Monday through Friday. Telephone calls in this regard are not accepted (no exceptions will be permitted). If it is necessary to fax such authorization during hours when the Office is closed, please call the Security Desk to have a Security Guard retrieve the fax from the Office. All guests are subject to the same rules and regulations as residents.

All guests must be informed by the resident of the Condominium Rules and Regulations. Residents will be held responsible for guests' infractions and responsible for their guest's behavior and decorum. The resident will be held responsible for reimbursing the Association for the cost of any damage caused by his guests to the Common Areas.

The Association and its employees will not be responsible for any damage or loss resulting from the admission of such guests to the resident's apartment.

6.1 Registration

- a) Residents expecting visitors should advise the Security Desk of their name(s) and date and approximate time of arrival.
- b) All visitors and guests, unless accompanied by the resident, must register at the Security Desk when they enter the building. Upon their arrival, the resident whom they are visiting will be contacted by telephone before the visitor or guest is allowed to proceed.
- c) All guests staying overnight must register at the Security Desk.
- d) All guests with automobiles must obtain a parking permit at the Security Desk and display the permit so it is visible through the windshield of their vehicle whenever parked on HBC property.
- e) Visitors or guests may be requested by Security Guards to show identification and indicate their host's name and unit. Individuals who refuse to comply are considered to be trespassing, and the Security Guards will take proper action to escort them off the premises, including calling the local Police Department.
- f) All registered visitors and guests must sign out at the Security Desk at the time of their departure.

6.2 Workmen or Tradesmen

- a) Workmen or tradesmen working hours in the building are 8:30 a.m. to 4:30 p.m., Mondays through Fridays. Workmen and their vehicles must be off the premises by 5:00 p.m. No workmen will be allowed in the building on Saturdays, Sundays, or holidays except in case of emergency or unless conditions prevail that require special consideration. Non-emergency off-hour and weekend access must be approved in advance by the Property Manager. Exempted from this rule are personal caregivers and health care workers.
- b) Emergency off-hour or weekend access must be reported to the Security Desk, who in turn shall notify the Property Manager at the first opportunity. Only vendors in the approved list of vendors kept at the Security Desk shall be called to provide emergency service.
- c) Public areas (such as hallways and lobbies) should be clear of worker's materials during weekends and holidays.

6.3 Solicitors

No solicitations are permitted on HBC property at any time.

6.4 Overnight Guests while Owner/Lessee is Not in Residence

NO person will be permitted as an overnight guest while the Owner/Lessee is not in residence unless all the following conditions are met.

- a) The Resident must notify the Office, IN WRITING or by e-mail, prior to each visit, giving the name(s) of the overnight guest(s) and the length of their stay. This notification must be signed by the Resident. An agent or other family member's signature is not valid. Telephone calls are not acceptable.
- b) All overnight guests while Owner/Lessee is not in residence must register with the Security Desk upon arrival.
- c) Overnight guests while Owner/Lessee is not in residence are limited to the Resident's immediate family as registered in the Association records. The term immediate family, as used here, means:
 - Spouse (if not joint owner) of Resident
 - Children of Resident and their spouses
 - Parents of Resident
 - Brother(s) or sister(s) of Resident and their families
 - Grandparent(s) of Resident
 - Grandchildren of Resident

Under special circumstances, a limited number of other individuals may be added to the list for a given Unit by written request of the Resident and with approval by an Officer of the Board.

- d) Photographic ID (such as a copy of driver's license) of all adult overnight guests must be shown to the Security Desk upon their arrival.
- e) No persons under the age of eighteen (18) will be permitted to occupy apartments overnight unless an adult is in attendance.
- f) Management WILL NOT provide guests with apartment keys.
- g) Overnight guests may stay for a maximum of 3 weeks. This period may be extended upon written request of the owner to the Property Manager.

7. CHILDREN

Children are welcome at The Hampton Beach Club, however, parents and guardians shall be responsible for their children not interfering with the comfort of other residents and for their complying with the following rules:

- a) Children are not permitted to play or loiter in halls, stairways, garages, corridors, lobbies, lounges or mailroom, and they shall not ride up and down the elevators unnecessarily.
- b) Children under the age of sixteen (16) shall not use the sauna baths.

- c) Children under six (6) years of age shall be under direct adult supervision at all times.
- d) See specific rules for children in the swimming pool in Section 14.2.
- e) Owners or lessees will be held legally and financially responsible for all actions of their children and guests.

8. PETS

According to our Declaration of Condominium (Section 24.18): **A Unit Owner may keep one (1) domestic pet or animal on the Condominium property, as long as such domestic pet or animal does not, when fully grown, weigh more than twenty (20) pounds, constitute a nuisance and unreasonably interfere with the quiet enjoyment of the premises by the other Unit Owners and, provided further, that such domestic pets or animals are maintained pursuant to the rules and regulations promulgated by the Board of Administration.**

- a) All Lauderdale-By-The-Sea Town Ordinances regarding animals must be complied with at all times.
- b) No reptiles or exotic animals (monkeys, ocelots, falcons, etc.) are permitted on HBC property at any time.
- c) The numerical limit of a single pet shall not apply to decorative fish in fish tank(s). The total capacity of all fish tanks in a Unit shall not exceed 30 gallons.
- d) No guests or invitees with animals may occupy any apartment overnight.
- e) Visiting animals, regardless of ownership, shall be permitted on condominium property only if the animal and its owner and/or handler comply with all the Rules and Regulations.
- f) Pet owners must register their pet's name and information and supply a picture of the pet to the management office in advance of bringing their pet to the HBC.
- g) Pets must be on a leash, carried, or caged, at all times when outside the owner's apartment.
- h) Owners shall clean up any accidents that their pets may have on the premises or be subject to a special cleanup charge.
- i) Under no circumstances are pets permitted on the beach, deck areas, or indoor recreational facilities.
- j) Pet owners are responsible for their pet not interfering with the quiet enjoyment of the premises by the other residents.
- k) The Association may demand pet owners to permanently remove their pet from the Condominium property if the pet rules are violated.
- l) Owners will be held legally and financially responsible for all actions of their pets.
- m) All Service Dogs must be registered with the Office. Proof of license must be provided to the Property Manager prior to a Service Dog being brought into HBC property. The 20 pound weight limit shall not apply to licensed service dogs.

- n) Pets are not allowed on the carpeted areas or furniture in the Lobby.

9. FIRE SAFETY

9.1 Fire Alarm Procedure

When a fire alarm sounds – EVACUATE using the stairs. Close all exterior windows and doors and turn off your air conditioning unit(s). Elevators will not operate during a fire alarm condition.

In case of an actual fire, the Security Staff shall notify the Fire Department of those people in residence that may need help in evacuating, referring to the list in Appendix-1 of the Emergency Hurricane Plan.

9.2 Exits

All building exits, including doors leading to stairways, stairway landings and catwalks, must be kept unobstructed and free from trash bags, furniture, grocery carts, etc. This is required by law. Any fines levied against the building for such violations will be passed to the unit owner responsible. All entry doors to your apartment should be kept closed.

9.3 Flammable Liquids

- a) **Flammable, combustible or explosive liquids, chemicals or substances such as paint, alcohol or gasoline must not be stored in your apartment's A/C closet or in your storage locker in the basement. Doing so is a Fire Code violation.**
- b) Any fine levied against the building for such violations will be passed to the unit owner responsible.
- c) If any such materials are found, the Property Manager will notify the resident in writing. If the resident does not remove such material within 24 hours, the Maintenance Staff will remove and discard it. Any cost for replacing the lock will be billed to the unit owner.

9.4 Grills

Cooking is prohibited on any unit terrace or balcony. Use of personal barbeques anywhere on the property is prohibited.

9.5 Fire extinguishers

Fire extinguishers and hoses are located at strategic locations on each floor. Removing these extinguishers, breaking seals, or discharging same, other than in a fire emergency, is prohibited.

9.6 Smoke Detectors

The hallway smoke detectors are connected directly to the Fire Department. If you have cooking smoke in your apartment, do NOT open the door to the hallway. Instead, open your windows and balcony doors to ventilate your apartment to the outdoors.

The Fire Department will charge a substantial fee for any false alarms that they respond to. This fee will be passed to the resident responsible for the false alarm.

10. HURRICANE SAFETY

Please refer to The Hampton Beach Club Emergency Hurricane Plan for additional Rules and advice.

10.1 Preparation

If you are planning to be away for more than one week during hurricane season (June 1 -November 30), be sure to:

- a) Bring your balcony furniture inside
- b) Close and lock your shutters
- c) Close and lock all your windows and doors, and
- d) Advise the Office and Security Desk of a telephone number where you may be reached in case of emergency.

NOTE: The National Weather Center will issue a Hurricane Watch when sustained winds of 74 mph (119 km/h) are possible within 48 hours in a specified area. These warnings are upgraded to Hurricane Warnings when hurricane force winds are expected to occur somewhere in the warning area within 36 hours.

When a Hurricane Watch is issued for our area, all shutters, windows and doors must be closed and locked. Failure to comply will result in the Association hiring a licensed shutter company to close and lock them. The cost incurred, plus a hundred dollar (\$100.00) fee, will be charged to the Unit Owners (See Section 31).

If an evacuation order is given and you decide to stay, you do so at your own risk.

- Do not count on any building employees being present during a hurricane. They may not be allowed into the evacuation area.
- There will be no police, fire or emergency services available.

10.2 During a Hurricane

If you decide to stay in the building during a hurricane:

- Do NOT, under any circumstances open any shutters, windows, or any doors leading to the balconies or catwalks.
- Electric power will probably be off for several days during and after a hurricane. There will be no air conditioning, elevators, or power for cooking. Elevators may be run on emergency power on a limited schedule.

11. DELIVERIES

Parcels will be accepted by the Security Desk. They will notify the resident when such a parcel is received.

11.1 Picture ID

All delivery personnel (who are going to a resident's Unit) will be required to leave a picture ID at the Front Desk with Security prior to making their delivery. After the delivery is completed the individual will return to the desk to retrieve his or her ID and sign out on the log. Residents must notify the Front Desk of the anticipated delivery per Rule 6.1-a).

12. MOVING IN OR OUT (INCLUDING FURNITURE AND APPLIANCE DELIVERY AND REMOVAL)

12.1 Reservation and Moving Fee

- a) Moving in or out, along with furniture and appliance delivery and removal, must be scheduled with the Management Office, who will coordinate with other moves, scheduled trash pickups, and other considerations.
- b) A non-refundable payment of two hundred and fifty dollars (\$250.00) is charged when moving in or out with furniture. This fee assures you of the availability of the elevator and covers the building labor costs associated with padding and cleaning of the elevators. This fee must be paid by cashier's check or cash prior to the move.

12.2 Service Elevator

Unless otherwise approved by the Property Manager, all moves in and out of the building must use the Service Elevator in the Center Section of the building. Moves in or out of the North and South Towers must use the catwalks at the front of the building to reach the center Service Elevator. The North and South Tower elevators shall not be used for moves or deliveries and removal of large furniture or appliances without approval of the Property Manager.

12.3 Moving Cartons

Movers must remove their cartons from the building before the completion of the move and shall not place them in the trash room or elsewhere on condominium property.

12.4 Liability for Damage

Damage caused by moving or carrying any article in or out of the condominium property shall be borne by the resident responsible for the presence of such article.

12.5 Trucks

All commercial vehicles shall be parked in the West parking Lot across A1A except for loading and unloading.

Loading and unloading of trucks must be done at the scheduled time with the truck parked at the loading zone to the north of the garage entrance. Under no circumstances should a truck be parked in a manner that obstructs the entrance or exit of vehicles from the garage or pickup of trash by the township.

12.6 North Deck Vehicle Access

- a) No entrance of vehicles to the North Deck without approval from Security.
- b) Vehicle access is limited to the space between the western knee wall and the grass surface from the driveway to the southeast entrance of the building. There will be no rolling, driving or carrying of equipment or material across any grass surface.

13. LUGGAGE CARTS, GROCERY CARTS, AND WHEELCHAIRS

Luggage and Grocery carts are for the exclusive use of residents. They shall not be used by contractors. Carts must be returned promptly after use to the same place where obtained.

- a) Luggage carts have to be requested at the Security Desk and returned immediately after use.
- b) Grocery carts are located in the garage level. They should be used and returned immediately after use. These carts shall never be used in the lobby area except when used to take foodstuffs, etc. to the barbeque area.
- c) Several wheelchairs are available at the Security Desk and can be requested by anyone for transportation between their apartments and the main lobby entrance.

14. RECREATIONAL AREAS

- *In Accordance with our Declaration of Condominium (Article XXI), the use of all recreational facilities is restricted to individuals and their families residing in a unit and their registered guests.*
- *Owners will be held legally and financially responsible for all actions of their children, guests or lessees.*
- *Use of any and all recreational facilities is at the sole risk of the user.*
- *Owing to the restriction of space in the barbeque/ swimming pool areas, a unit owner's party is limited to twelve (12) including residents and guests of the unit.*

14.1 Beach

a. General

- a) The beach is a public area and, as such, governed by State Law and local ordinances. The town of Lauderdale-By-The-Sea prohibits taking any animals upon the beach, except for visually or hearing impaired persons assisted by seeing-eye or hearing dogs.
- b) A Medeco key is required to regain access to the HBC grounds from the beach. The door to the beach is not to be propped open. If the Medeco key is lost or not available, Security will require the unit number and name of resident before allowing entry into HBC property.
- c) Anyone seen jumping the concrete deck walls is considered to be trespassing and should be reported at once to the Security Desk.
- d) No pool or deck furniture may be moved to the beach.
- e) All persons using the beach must clean the tar and sand from their feet and/or shoes prior to entering the wooden deck or pool area. Mineral spirits and paper towels are provided for this purpose next to the beach access.

b. Beach Events

Special events such as weddings, memorial services, or large parties may be held in The Hampton Beach Club property part of the beach (between the artificial dune and the deck walls) with permission from an Officer of the Board of Directors and provided the following rules are complied with:

- a) Advance reservation of such events must be made at the Office, accompanied by a deposit of \$400.00.

- b) Said deposit will be refunded, after inspection of the facilities, only if no damages have been inflicted to the facilities or other common property and if no extraordinary cleaning is required.
- c) A list of guests, as complete as possible, must be provided to the Security Desk before the event.
- d) All visitors and guests must register at the Security Desk upon entering The Hampton Beach Club.
- e) Parties expecting more than 30 guests must pay for an extra Security Guard. This Security Guard will control access to and from the beach and rest-rooms.
- f) Any special temporary construction (tents, etc.) on the beach must be within The Hampton Beach Property lines and must be removed within 48 hours after the event.

14.2 Swimming Pool

- a) Pool hours are from 7:00 a.m. to 10:00 p.m. Sundays to Thursdays and from 7:00 a.m. to 11:00 p.m. Fridays and Saturdays.
- b) All persons, including children, are required to wear proper body covering and footwear when entering the building and elevators.
- c) All persons must shower and remove all sand and suntan oils before entering the pool.
- d) Persons in dripping wet swimming attire are not permitted in the lounges or lobby.
- e) Regulation swimsuits are required in the pool (attire such as cutoff jeans is not acceptable).
- f) Children under twelve (12) years must be accompanied and supervised by an adult at all times.
- g) Children under the age of three (3) are only allowed in the pool under hygienic conditions. Children needing diapers must be dressed with swimming diapers and/or tight water-proof pants. Should a fecal incident occur, the cost of draining and cleaning the pool will be passed to the resident responsible.
- h) For the protection of all concerned, persons with skin rashes, skin conditions, or any communicable diseases are not permitted in the pool.
- i) No rafts, spear guns, or scuba tanks are allowed in the pool.
- j) No plastic children's pools are allowed in the pool area.
- k) Diving into the pool is prohibited.
- l) Running or playing games that may cause physical injury or cause unreasonable noise are prohibited.

- m) Beverages may be brought to the pool area only in non-breakable containers. No glass containers are permitted by the pool. No food or beverages are permitted in the pool or on the pool wet deck.
- n) Poolside furniture must be protected from oily lotions. Use of beach towels on the furniture is required when attired in swim or sun suits.
- o) Paper, cigarettes, cigar butts, and all refuse must be deposited in the receptacles provided.
- p) Chaise lounges, seats, and tables are available on a first-come first-serve basis. They may not be reserved for more than sixty (60) minutes by placing towels or other articles on them.
- q) Radios, portable TVs, CD players, or tape decks are not permitted in the immediate pool area unless earphones are used.
- r) No pool or deck furniture may be moved to the beach.
- s) Pets are not allowed in the pool, pool area, deck area, or on the beach.
- t) Management reserves the right to refuse the use of the pool to anyone who violates the Rules.
- u) No bicycles, tricycles, skates, skateboards, etc. are allowed on the wooden decks, pool area, or barbeque area.

14.3 Gazebo, Patio Bar and Barbeque Areas

- a) Barbeque hours are from 9:00 a.m. to 11:00 p.m. Persons wishing to use a barbeque grill must make reservations in advance at the Security Desk. Reservations may be made for no more than 2 grills for 1 hour. Please be mindful of your neighbors, especially during a holiday when everyone wants to use the grills. If you can, share your grill with others.
- b) Hampton Beach Club events using barbeques will have priority over individual residents. Such events must be scheduled at least 1 month in advance. Grills not required by the HBC will remain available to individual residents.
- c) The area where the barbeques are located is to be used only for the cooking and preparation of food. Eating of the food may be enjoyed at the tables surrounding the patio bar.

14.4 Tennis Court

- a) Tennis court hours are 8:00 a.m. to sunset.
- b) Persons who wish to use the tennis court must make reservations in advance at the Security Desk.
- c) Use of the court will be limited to one (1) hour when there are others waiting to play.
- d) Tennis shoes are required on the court at all times. No other shoes are permitted on the court at any time.
- e) No bicycles, tricycles, skates, skateboards, etc. are permitted on the court at any time.

- f) Professional lessons are limited to residents of The Hampton Beach Club only.

14.5 North Deck Play Courts

a. General

The North Deck area is designed as a recreational and relaxation area to be used by HBC residents and registered guests only. Use of the facilities and game equipment is at your own risk. The HBC Association is not responsible for any injury sustained in relation to use of the North Deck. Users will be held financially responsible for any abuse or damage to furniture and equipment.

- a) Time of Usage – 9am to 8pm for games. 9am to 11pm for the fire pits.
- b) No glass containers or glassware are allowed on the North Deck.
- c) Only soft shoes with rubber soles are permitted on all grass and court areas.
- d) No spiked heels are permitted on any grass surface or the Pickle Ball court.
- e) No bikes, trikes, skates, roller blades, scooters, skate boards or similar equipment are allowed on grass or court areas. Skates / roller blades etc. may be used only on the pathways and concrete areas.
- f) Do NOT bring your own or any beach furnishings (i.e. lounges, umbrellas, chairs, tables & high-backs) from the South/Pool and Sun Decks to the North Deck. These can damage the membrane under the grass surface.
- g) Do NOT remove furniture, pillows, cushions or permanent game equipment from the North Deck.
- h) Children under the age of 16 must be under parental supervision while on the North Deck. SUPERVISION FROM A UNIT BALCONY IS NOT ACCEPTABLE.
- i) Report any repair issues to the front desk.

b. Fire Pits

- a) Use of the fire pits is restricted to adults only. All children under the age of 18 must be supervised while in the vicinity of a lighted fire pit.

- b) Owners and guests who wish to use the fire pits must make reservations in advance at the front desk.
- c) Fire pits must be lit and extinguished by security personnel only.
- d) Umbrellas which are located near the fire pit must be closed and secured by Security staff prior to the lighting of the fire pit.
- e) The glass windscreen must be in place and secured while the fire pit is in operation.
- f) The cooking of any food or liquids such as but not limited to hot dogs or marshmallows is strictly prohibited.
- g) Please immediately report any repair issues or malfunctions to Security.

PLEASE EXERCISE COMMON SENSE WHEN USING THE FIRE PITS. THEY ARE PROVIDED AS AN ENTERTAINMENT FOCAL POINT AND NOT INTENDED AS A HEAT SOURCE.

c. Games

- a) All games are available on a first come first served basis.
- b) Game equipment can be signed out at the front desk. The equipment must be returned upon completion of play.
- c) Please exercise caution, common sense and supervision when you or your child is using game equipment. Be aware of your surroundings as other children might be playing in the vicinity of your game.
- d) Be aware that your voices will be amplified while on the North Deck. Children as well as adults may need to be reminded to lower their voice to a tolerable level.

d. Putting Green

- a) Putting Green hours of operation – 9 am to 8pm.
- b) The use of the putting green is available to all ages; however, children under the age of 12 must be accompanied by an adult.
- c) Only soft sole shoes are permitted on the putting green.
- d) The practice green is for putting only. Players are **STRICTLY PROHIBITED** from hitting any long shots since this action could result in serious harm or injury to individuals and property on and away from the the deck.
- e) Please exercise caution and courtesy when sharing the practice green with others.
- f) Report any repair or replacement issues of the putting green to the front desk.

e. Bocce Court

A “how to play Bocce Ball” placard is available at the Front Desk.

- a) Bocce Court hours of Operation – 9 am to 8 pm.
- b) Reservations not to exceed one hour are to be made at the Front Desk for the Pickle Ball and Bocce courts.
Playing time may be extended as long as there are no other players waiting to use the courts.
- c) HBCLeague play reservations will supersede any other individual reservations .
- d) Bocce court balls can be signed out at the Front Desk.
- e) Only soft shoes with rubber soles are required on the Bocce court.
- f) No spiked heels are permitted on the Bocce court.
- g) No bikes, trikes, skates, roller blades, scooters, skate boards or similar equipment are allowed on the Bocce court.
- h) Professional lessons are limited to the residents of HBC only.
- i) All Bocce equipment must be returned to the front desk at the conclusion of play.
- j) Children under the age of 16 must be under parental supervision while playing Bocce. **SUPERVISION FROM A UNIT BALCONY IS NOT ACCEPTABLE.**

- k) Report any repair or replacement issues of the Bocce court or equipment to the Front Desk.

f. Pickle Ball Court

A “how to play Pickle Ball” placard is available at the Front Desk.

- a) Pickle Ball hours of Operation – 9 am to 8 pm.
- b) Reservations not to exceed one hour are to be made at the Front Desk for the Pickle Ball court. Playing time may be extended as long as there are no other players waiting to use the court.
- c) HBC League play reservations will supersede any other individual reservations.
- d) Pickle Ball paddles and balls can be signed out at the Front Desk.
- e) Personal paddles must be made of wood or other material designed to deaden the sound of the ball hitting the paddle surface.
- f) Soft shoes with rubber soles are required on the Pickle Ball court.
- g) No spiked heels are permitted on the Pickle Ball court.
- h) No bikes, trikes, skates, roller blades, scooters, skate boards or similar equipment are allowed on the Pickle Ball court.
- i) Professional lessons are limited to the residents of HBC only.
- j) All PickleBall equipment must be returned to the front desk at the conclusion of play.
- k) Children under the age of 16 must be under parental supervision while playing Pickle Ball. **SUPERVISION FROM A UNIT BALCONY IS NOT ACCEPTABLE.**
- l) Report any repair or replacement issues of the Pickle Ball court or equipment to the Front Desk.

14.6 Sauna Rooms

- a) Operating rules for the sauna rooms are posted near the entrance, and anyone using the saunas must comply with these rules.
- b) All users must turn off the master switch when leaving the sauna rooms.**

14.7 Exercise “GYM” Room and Showers

- a) Gym users must wear proper work-out attire and footwear. Persons in wet attire or with bare feet or flip flops are not permitted in the gym.
- b) No one under the age of sixteen (16) will be admitted to the gym facility.

14.8 Billiard and Ping-Pong Room

- a) Hours for the billiard and Ping-Pong room are 9:00 a.m. to 10:00 p.m.
- b) Children under the age of twelve (12) may use the billiard and Ping-Pong room if accompanied by an adult who is present at all times.
- c) No food or beverages are permitted on the pool or Ping-Pong tables.
- d) Radios, portable TVs, CD players or tape decks are not permitted in the billiard and Ping-Pong room area unless earphones are used.
- e) All billiard balls and Ping-Pong equipment must be signed for, and all signing users are responsible for any damage to the equipment, table surface or room.
- f) Wet bathing suits are prohibited in the billiard and Ping-Pong room.
- g) The billiard and Ping-Pong room may not be used for any purpose other than playing pool or ping pong.

14.9 Lobby

- a) The lobby is not a loitering place. Quiet dignity should prevail.
- b) No person should appear in the lobby without proper attire. Wet swimming suits are forbidden, and upper body covering and footwear must be worn at all times.
- c) Food and beverages are not to be consumed in the lobby.
- d) Bicycles are not permitted in the lobby.

14.10 Lounges

- a) Party/Dining Room/Lounge hours: Music lowered by 11:30 p.m. and room emptied by 12:30 a.m., with the exception of Hampton Beach Club functions.
- b) Private parties may utilize the outdoor tables and chairs located immediately outside the lounge area for dining. Under no circumstances can lounge furniture or music be taken outside the lounge room.

- c) Sliding doors to the outdoors must be kept closed to keep the noise level down for nearby neighbors and to maintain air conditioning levels.
- d) Only 12 individuals from any party, including guests and residents, can utilize the deck, barbeque or pool area at any given time (please refer to Pool Rules).
- e) The lounges cannot be used for parties of a commercial nature.
- f) The lounges may be reserved for Hampton Beach Club functions on Saint Patrick's Day, July 4 (in case of inclement weather), Christmas and New Year's Eve. If The Hampton Beach Club has not made a reservation 1 month in advance of the holiday date, then any resident may reserve the lounges.
- g) A resident may reserve the lounges, including the kitchen facilities located in the lounge, for a private affair by completing an application form at the Management Office, accompanied by a \$400.00 deposit, at least one week in advance. Reservations must be made no earlier than one (1) month in advance and such reservations cannot be made more than once every 6 weeks.
- h) Said deposit will be refunded, within one (1) week, after inspection of the facilities, only if no damages have been inflicted to the facilities or other common property and if no extraordinary cleaning is required. The lounges and other common areas will be inspected by the Property Manager prior to and following the event to determine the presence of any damage and/or required cleaning resulting from the event.
- i) The cost (over and above the deposit) of repairing any damages and cleaning of the lounges and other Common Areas which result from a party, as determined by the Board of Directors, will be billed to the resident host sponsoring the party.
- j) A guest list in alphabetical order must be furnished to the Management Office forty-eight (48) hours prior to the affair. The Security Guards will admit only those persons on the guest list. The host shall be in attendance at all times. Maximum number of persons allowed in the rooms is limited to 99 by fire regulations.
- k) Residents cannot make personal "temporary" use of the lounge furniture.

14.11 Library

- a) Please exercise responsible and good judgment when donating materials. Residents are encouraged to donate their books to the library for the enjoyment of all.
- b) All books taken from the library shall be returned as soon as possible in the same condition as they were taken.

15. ELEVATORS

- a) The intercoms in the elevators provide direct contact with the Security Desk and are to be used for emergencies only.
- b) When summoning the elevators, do not push both “up” and “down” buttons.
- c) Do not hold the elevator door open unnecessarily.
- d) In case of fire, do not use the elevators. Use the stairs marked with the “Exit” signs.
- e) Smoking in the elevators is expressly prohibited by State Law.

16. TRASH CHUTES AND GARBAGE DISPOSAL

- a) Refuse, which the kitchen sink food waste disposal will not process, shall be securely tied in heavy plastic bags and placed in the trash chutes. Do not throw loose garbage down the chutes. Do not force any refuse into the chutes.
- b) Cigar and cigarette butts must be extinguished before bagging.
- c) Please be mindful of your neighbors’ right to a quiet, peaceful environment. No trash shall be put in the chutes between 11 pm and 7 am.
- d) Paint cans, cartons, wooden boxes, and the like are not to be put down the trash chutes. Items too large for the chutes must be carried down to the garage’s disposal facilities where they will be picked up. All cartons, boxes, or packing material resulting from a move or delivery of goods must be removed from the premises by the movers or Delivery Company immediately. This is the owner’s responsibility at his own expense. Such materials are not to be left in the halls, garage, or trash rooms. If the boxes are unpacked by the owner himself, then he must place the empty flattened boxes in the large recycling container in front of the garage service entrance.
- e) Our trash collectors do not take large items of trash, such as furniture, appliances, mattresses, mirrors, tables, etc. Please contact the office for instructions before leaving any such items in our service area. You will be charged the removal fee charged by the removal company to pick up and remove any such items.

17. RECYCLING

- a) Please Recycle – Recycling saves us money by reducing the amount of solid waste and helps the environment.
- b) There are recycling containers at the garage level, near each elevator, that can accept the following comingled materials:
 - glass and plastic bottles, cans, newspapers and scrap papers.

- c) Please do not discard any regular trash or cardboard boxes in the recycling containers.
- d) If your nearest container is full, please use one near another elevator. Please do not leave your recycling trash on the floor or put in the wrong container.
- e) All corrugated boxes and cartons should be flattened and deposited in the large dumpster in front of the garage service entrance.

18. GARAGES, PARKING, AND GUEST PARKING

- a) Florida State Law requires all motor vehicles to be registered within 10 days of the owner either becoming employed in Florida, placing children in public school in Florida or establishing residency in Florida. Motor vehicles on HBC property without evidence of current registration, such as current year state license tags, will be given a 20-day notice to become registered and obtain an HBC parking sticker or they may be towed.
- b) No mobile homes shall be parked on HBC property.
- c) No repair of vehicles, or oil or brake fluid changes shall be made in the Condominium property except for emergencies.

18.1 Garage Parking.

- a) Use of the garage is restricted to residents and authorized registered guests only. Lessees may use the garage only during the period of their lease.
- b) Each apartment resident must register, with the Management Office, the license tag number, make, color and description of all vehicles which will utilize his designated parking space (identified in the Property Deed of the Unit Owner), copies of all vehicle registrations and copies of all driver license(s). The Office will issue a sticker for each vehicle thus registered, indicating the designated parking space. This sticker must be affixed in a conspicuous location at the rear of the vehicle.
- c) A temporary parking permit shall be requested at the Security Desk for use by Lessees or when the resident has a short-term rental vehicle. This permit must be displayed on the dash panel, so it is visible through the windshield, at all times while the vehicle is at the HBC.
- d) All vehicles parked in the garage shall display either the permanent parking sticker issued by the HBC Office or the temporary parking permit. Vehicles

without a parking decal or with a parking decal corresponding to another space, or without a parking permit are subject to towing.

- e) Parking spaces are for passenger automobiles, SUVs and small trucks only. No boats, large trucks, trailers, jet-skis, or other vehicles shall be parked in the garage. Oversize vehicles must be kept in the outdoor West Parking Lot. No other items shall be placed in the garage except for removable vehicle tops.
- f) All individuals using the garage shall obey all posted traffic signs, including speed limit and one-way traffic restrictions. Please observe caution as we have many elderly residents.
- g) Individuals shall park only in their assigned parking space. Parking in some other owner's space is strictly prohibited unless authorized, in writing, by the owner of the space and formally recorded at the Security Desk. A parking permit for the borrowed spot must be displayed.
- h) Vehicles parked in a manner that they obstruct access by another resident to his/her parking space are subject to towing.
- i) Use of the car wash facility is limited to registered vehicles, and only during actual car washing and cleaning. Cars found parked in the car wash facility are subject to towing. Waxing of cars is not permitted in the car wash facility.
- j) No washing of cars is permitted except in the designated car wash area.
- k) When parking, drivers should pull up all the way to the bumper so as not to interfere with other vehicles.
- l) No motorcycles, cars or other vehicles shall be left unattended with the engine running while parked in the garage.

18.2 Lottery Parking.

- a) Lottery is open only to residents. Guests and visitors are not entitled to participate in the lottery.
- b) Lottery drawings for supplementary garage parking spaces will be announced and held near the end of each month. Those participating in the lottery must be present at the drawing. You may not enter the drawing for somebody else, nor have someone else draw for you.
- c) A resident may participate in the lottery only if he has more cars than assigned parking spots. Residents with one assigned spot must have at least two (2) cars and two (2) licensed drivers in house, while owners with two assigned spaces must have at least three (3) cars and three (3) licensed drivers in house.

- d) There is no charge for the lottery parking spots.
- e) Winners can utilize their parking spot starting on the 1st of the effective month and must vacate the spot no later than 10 a.m. on the 1st of the following month.
- f) If you cannot use the lottery parking spot for more than 15 days in the month, please advise the Property Manager so the spot can be made available to someone else.

18.3 West Parking Lot.

- a) Guest parking spaces are available in the condominium's West Parking Lot located across A1A. Care should be exercised when crossing A1A.
- b) The West Parking Lot consists of two separate areas: one for Visitors and Guests, and one (closed with a fence with two gates) for residents. Access to the fenced area requires a remote control (clicker). This last area includes a pressure washing bridge for cars, which is intended only for residents.
- c) Overnight parked vehicles without an HBC permanent sticker or an HBC temporary permit visible through the windshield are subject to towing. All overnight guests must obtain parking passes.
- d) When parking, drivers should pull up all the way to the bumper so as not to interfere with other vehicles.
- e) Oversize vehicles may be parked in the West Parking Lot only with written authorization from the Property Manager or Board of Directors. Such authorization must be obtained prior to arrival.

18.4 Short Term Parking

- a) Short term and handicapped parking spaces are located on the entrance ramp. Parking is limited to thirty minutes. Handicapped parking is limited to 2 hours. Handicapped individuals needing to park for an extended period should have their hosts move their cars to the visitors' parking lot.
- b) Handicapped parking spaces may be used only by cars bearing a State issued handicapped tag.
- c) When parking, drivers should pull up all the way to the bumper so as not to interfere with other vehicles.
- d) Vehicles parked overnight or violating any of the above restrictions are subject to towing.

18.5 Motorcycles and Bicycles

- a) Two- and three-wheeled motor vehicles, such as motorcycles, motorbikes and motor scooters, shall be registered with the Management Office. Such vehicles shall be parked only in the Common Area – Motorcycle “CAM” parking spot which has been temporarily assigned during the monthly Parking Lottery. These motorcycle parking spots are Common Elements and property title is retained by the HBC.
- b) Bicycles shall be registered with the Management Office and tagged. All bicycles kept in the garage must be stored in the designated bike racks. Bicycles which are not registered and tagged will be disposed of.

19. STORAGE AREA AND A/C CLOSET

- a) The personal property of all apartment owners shall be stored within their apartments or in their assigned storage lockers. Private storage lockers shall be maintained in a neat and sanitary condition at all times by their owners. The Association shall not be responsible for any loss or damage suffered by the use of such storage lockers.
- b) No volatile chemicals, paint thinners, paint removers, paintbrush cleansers, paint, lacquers, or other flammable materials may be placed in the A/C Closet or the storage lockers – See Section 9.3.
- c) Empty cartons, tires, inner tubes, and similar combustibles should be disposed of and are not permitted in storage lockers.
- d) Papers must be kept in closed plastic containers or bins.
- e) The door to the storage locker shall be kept closed and locked at all times when not being accessed.
- f) Any property or furniture left in the storage area outside the storage lockers will be removed and discarded.
- g) Any personal items stored in the A/C Closet must NOT block the entrance to the closet or impede the sight line or access to the Air Conditioner and Water Heater valves, hoses, and electrical switches and/or plugs. This includes the main water shutoff valve for the Unit, all the Air Conditioning hoses and shutoff valves, and the electrical power switches / breakers for the Air Conditioner and Hot Water Heater. All of these items must be visible and accessible for immediate service or shut off in an emergency.
- h) No items should be hung from or propped against the Air Conditioning water supply and return hoses.

- i) Any items found in violation of paragraphs g) and/or h) will be removed by the Maintenance staff and placed inside the Unit.

20. ABSENCE PROCEDURES

- a) Each owner who plans to be absent for more than 1 week must complete a Notification of Absence Form to be filed with the Management Office. Such notification must include the dates of absence, the address and telephone number where the owner may be reached and the name/s of a firm or individual who is designated to take care of the apartment and any person authorized to enter or maintain/clean the unit.
- b) If the owner will be absent during hurricane season (June 1 to Nov 30), please refer to the requirement of Section 10.1.
- c) There will be NO lock on the air conditioning / water heater closet so that units may be serviced immediately and water shut off in case of an emergency.
- d) If all residents of a Unit will be away for more than 24 hours, the Unit Owner or Resident of the Unit must:
 - 1) Turn off electrical power to the hot water heater (this may safely be done at the main circuit breaker panel inside the Unit).
 - 2) Close the main water valve to the Unit in the A/C closet (CAUTION: DO NOT turn off the main water supply until after you have turned off power to the hot water heater. Failure to do so may damage your water heater.

21. KEYS

- a) Each owner must deposit keys to all entry locks to his apartment with the Property Manager. Should a unit owner decide to change locks to his apartment, duplicate keys must be deposited immediately with the Property Manager. Lessees must not change the locks without written approval from the owner.
- b) Locks to the air conditioning/water heater/electrical main-switch and water shut off room, shall not be changed so that the units may be serviced immediately and water shut off in case of an emergency using the buildings master key.
- c) Keys may not be left at the Security Desk. If you are expecting a visitor, friend, relative, or any worker to visit while you are not here you must send an e-mail or call the Office with the information and your permission. Security will then provide the visitor with access to your Unit for a fee of twenty five dollars (\$25). If you so desire,

you can leave a set of keys at a pre-arranged place in your apartment under your own responsibility.

- d) Realtors are permitted to place electronic lock boxes on the front door of an apartment listed for sale.
- e) In case of an emergency originating in or threatening any apartment, regardless of whether or not the owner is in residence, the Property Manager has the right to enter such apartment to remedy the emergency and/or in some cases to call for police or rescue assistance. Such right of entry shall be immediate.
- f) Prior to entry to any Unit, an attempt shall be made to contact the resident by telephone. Maintenance or contractor personnel entering a Unit shall be accompanied by a member of the HBC maintenance staff and by a member of the Board of Directors, if available. A notice shall be left in the Unit stating the date and time of the entry, reason for the entry, and the name of the individuals who entered the Unit.
- g) Garage Remote Controls are for the exclusive use of residents; they should not be loaned or given to contractors, service personnel or other third parties.

22. CONSIDERATION TO NEIGHBORS

- a) Please keep your corridor doors closed and make use of your ventilating fan to control the spread of cooking odors and smoke.
- b) No radios, TV's, hi-fi, or musical instruments shall be played or operated at any time in such an unreasonable manner as to annoy or be offensive to other occupants of the building.
- c) Door-to-door solicitation in the building, for any purpose, cause or charity, is not permitted.
- d) Throwing any objects - including but not limited to cigarettes, cigar butts, chewing gum or fireworks - from balconies, catwalks or windows can cause harm and be a nuisance to neighbors living or passing below and are prohibited.

Violation of this Rule may result in a fine.

23. COMMON AREAS AND BALCONIES

- a) A resident shall make no alteration, decoration, repair, replacement or change to the exterior of his unit, including doors and windows.

- b) Residents are not permitted to put their names on any entry to the apartments or mail receptacles.
- c) Rugs, mats, furniture, or other objects may not be placed outside the Condominium apartment's entrance door/s without Board approval.
- d) Residents may attach to the unit door or door frame a doorbell or door knocker no larger than 6"x6". Residents may also attach to the unit door frame a religious object not to exceed 3" wide, 6" high and 1.5" deep.
- e) No tile shall be installed on balconies. Carpeting and individual rugs are not permitted on the balconies because they collect moisture which damages the concrete structure.
- f) Nothing is to be attached to the balcony railings, walls or ceilings, temporarily or permanently, except the United States flag and Holiday decorations. No towels or clothes are to be placed on the balconies. Nothing shall be hung from window sills or shaken from windows or balconies. No fires of any kind or cookouts are permitted on balconies.
- g) No sign, advertisement or notice of any type can be shown on the unit or on the Common Elements of the building.
- h) No exterior antennas or aerials may be erected on the Common Elements of the building, including the balconies, balcony railings or exterior walls. Dish antennas 1 meter or less in diameter, or largest diagonal measurement, used to receive video programming services or to receive and transmit fixed wireless signals via satellite or multipoint distribution services may be erected in the owner's balcony, provided such installation does not damage any protective coatings installed on the balcony to protect the concrete of the balcony.

24. RENOVATIONS

All renovations must be approved in advance by the Management Office and comply with the HBC Contractor Rules and Regulations.

25. LEASING OF APARTMENTS

- a) An owner may only lease his unit twice per calendar year for a minimum of four (4) months each time and a maximum of twelve (12) months combined. Any contract renewal shall require a new lease and the Orientation Committee's approval of the prospective tenants, based on evaluation of the previous year's lease.

- b) Leasing of any apartment at The Hampton Beach Club must be approved by two Officers of the Board of Directors.
- c) Florida State law requires the owner of an apartment that is rented to collect sales tax as well as a 5% "bed" tax and remit same to the Florida Department of Revenue. Failure to do so is a felony. Please also note that renting your apartment may exclude you from obtaining a homestead exemption on the property. Florida law requires property owners to notify the Property Appraiser's Office when they no longer qualify for an exemption. If you fail to inform the Appraiser and continue to take advantage of the exemption when you no longer qualify, you can be hit with penalties. Please consult your tax lawyer.
- d) To request leasing an apartment, the applicant must file with the Management Office the following documents, completely filled out and signed, using the forms supplied by the Office:
- Application for Lease, Gift, Devise or Inheritance Approval
 - Authorization to Release Banking, Credit, Residence, Employment and Police Record Information
 - Application for Occupancy / Approval
 - Apartment Lease (a Deposit Receipt Contract will not be accepted in place of the Lease)
 - Agreement to Abide by The Hampton Beach Club Rules and Regulations
 - Receipt of Application for (sale/lease)
 - Copy of official photographic ID (Driver's License or Passport) of all adult individuals who will live in the apartment (new residents only)
 - Check or Money Order for \$100.00 (\$150.00 for expedited interviews - less than 10 days)

The above documents must be submitted at least thirty (30) days in advance of scheduling an interview with the Orientation Committee to allow time for background investigation of the proposed lessee by the Management Office.

- e) The proposed lessee will be given a copy of the current Hampton Beach Club Rules and Regulations by the Office prior to the meeting with the Orientation Committee.
- f) All potential new lessees will meet with the Orientation Committee and the applicant will be notified of the results by the Management Office as soon as possible. Approvals are not automatic.

- g) The unit owner is responsible for damages to the common areas by his/her lessee/s or guests.
- h) Association has the right to cancel lease if there is misconduct or action threatening the common good and welfare of the condominium.
- i) Lessees shall be governed by the same rules for guests as the owners of a unit, except however, that a lessee must be in residence whenever having a guest stay overnight or longer. No guests are allowed when lessee is not in residence.
- j) No owner who leased his/her apartment shall have the right to use any of the facilities of the building, including use of the underground parking garage, during the term of the lease. This restriction also applies to the owner's family.
- k) All rental agreements will assign the rent to The Hampton Beach Club to enable the association to secure assessments on rental units if there is a delinquency.
- l) All leases should be in an individual name only, and lessees must park in assigned parking spaces or in the West lot. Lessees with an annual lease (12 months) may participate in the monthly garage lottery.

26. SALE AND PURCHASE OF APARTMENTS

- a) Sale and purchase of any apartment at The Hampton Beach Club must be approved by the Board of Directors.
- b) No signs advertising the sale are permitted on the premises, except on the resident's Bulletin Board as described in Section 2.4.
- c) Only the owner or his authorized agents will be permitted to show an apartment. The authorized agent must be designated by the owner in writing and such designation must be filed with the Management Office. If the Agent has a multiple listing form signed by the owner, other realtors will be allowed upon presentation of their card and real estate license, and the listing agent will be responsible for them while in the building.
- d) An "open house" for the purpose of showing an apartment for sale is strictly prohibited. The owner's agent shall not be provided with a Common Area key, only with the key to enter the apartment. Guards shall not accompany the realtors to the Common Areas.
- e) No sale of any Condominium unit by owner to any purchaser shall be made, permitted, and approved unless the maximum occupancy restrictions described in Section 4 are complied with.

f) Prior to the sale, the Owner and Proposed Purchaser must file with the Management Office the following documents, completely filled out and signed, using the forms supplied by the Office:

- Application for Lease, Gift, Devise or Inheritance Approval
- Authorization to Release Banking, Credit, Residence, Employment and Police Record Information
- Application for Occupancy / Approval
- Agreement to Abide by The Hampton Beach Club Rules and Regulations, Declaration of Condominium and Bylaws.
- Voter Designation form.
- Receipt of Application for (sale/lease)
- Copy of signed Sale Contract.
- Copy of official photographic ID (Driver's License or Passport) of all adult individuals who will live in the apartment (new residents only)
- Check or Money Order for \$100.00 (\$150.00 for expedited interviews – less than 10 days)
- Completed Registration Form(s) for car(s)
- Completed Registration Form for pet or Service Dog.
- Official license document for Service Dog.

The above documents must be submitted at least thirty (30) days in advance of scheduling an interview with the Orientation Committee to allow time for background investigation of the proposed purchaser by the Management Office.

g) The proposed purchaser shall be provided a full set of the Governing Documents of The Hampton Beach Club by the previous owner or for a charge of Fifty Dollars (\$50) prior to the interview by the Orientation Committee. Knowledge and a signed acceptance of these Documents is a requirement to move into the building:

- Articles of Incorporation
- Declaration of Condominium
- Bylaws
- Rules and Regulations
- Hurricane Emergency Plan
- Last Annual Financial Statement
- Q&A's

- Information on the amount of current Quarterly Maintenance Payments and any existing Assessments
- h) All potential new residents are interviewed and briefed by The Hampton Beach Club Orientation Committee and the applicant will be notified of the results by the Management Office as soon as possible. Approvals are not automatic.
- i) If approved, the title company must furnish the office a true copy of the Deed as recorded in the Public Records of Broward County within thirty (30) days after closing of title.

27. INSURANCE REQUIREMENTS

Section 14.16 of our Declaration of Condominium requires that each individual unit owner be responsible for purchasing, at his/her own expense, One hundred thousand (\$100,000) minimum liability insurance to cover accidents occurring within his/her own unit, and for purchasing insurance upon his personal property and living expense insurance.

The owner of every Unit is required to provide the Board of Directors with evidence from the Unit Owner's insurer that the required insurance is being maintained annually.

28. DELINQUENT PAYMENTS

- a) Quarterly Assessments are due the 1st day of each quarter.
- b) There is a 15-day grace period.
- c) On the first business day following the 15-day grace period, the Association sends out a letter, via both certified mail and regular mail, informing the delinquent owner that a \$25.00 administrative late fee, plus an additional 10% annualized interest accruing from the first day of the quarter, have been imposed.
- d) Partial payments will be accepted, if approved by the Board. Any arrangements for partial payment must be in writing and signed by both the Owner and the Office Manager. Any payment received by the Association shall be applied first to any accrued interest, then to any administrative late fee, and then to the delinquent assessment. If any unpaid balance due over the sum of five hundred dollars (\$500.00) remains at the time of the next Quarterly Assessment, the collection matter, with concurrence from the Board of Directors, shall be turned over to the Association Attorney.

- e) The Attorney will then send a letter informing the unit owner that a lien will be filed in 30 days. Any payments after this letter are made only to the Attorney and must include interest, late penalty and legal fees. If the unit owner does not bring current his assessment within the 30-day period mentioned in the Attorney letter, the Attorney then proceeds to file a lien.
- f) If after 60 days from the initial Attorney letter the unit owner has not brought current his assessment and fees, then the Attorney, with concurrence from the Board of Directors, shall proceed to foreclose on the lien.
- g) In accordance with Florida Statutes, if a unit owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators. A suspension may not be imposed unless the Association first provides at least fourteen (14) days written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household.

29. PENALTIES FOR VIOLATIONS

In accordance with Florida Statutes, the Board may recommend, and the Fines Committee impose, reasonable fines for the failure of the owner of the unit, its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws or reasonable rules of the association. A fine may not exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, provided that the fine may not in the aggregate exceed \$1,000. A fine may not be levied unless the Association first provides fourteen (14) days written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a Fines Committee of other unit owners who are neither board members nor persons residing in a board member's household.

30. SPECIAL SERVICE CHARGES

30.1 Optional Services

The Board, from time to time, may impose special charges for optional services done by the maintenance staff in an owner's Unit. These charges are paid to the Office and not the maintenance individual doing the work. The following charges have been approved to date:

1. Returning grocery carts to storage area: \$10.
2. Cleaning up common area after pet: \$35.
3. Allowing worker or guest access to the Unit: \$25

30.2 Special Charges

Any Special Charges incurred by a Unit Owner or Resident will be passed to the Unit Owner in the next Regular Assessment. Such charges include but are not limited to:

1. Bank charges for returned checks with insufficient funds ("bounced" checks).
2. False fire alarms (See Section 9.6).
3. Closing of shutters when the National Weather Service issues a Hurricane Watch for our area (See Section 31).
4. Repairing of shutters, if required, when the National Hurricane Service issues a Hurricane Watch for our area (see Section 31).

31. SHUTTERS

Hurricane shutters covering each Unit are the property of the individual Unit Owners. Unit Owners, however, are liable for damages to other units and common areas caused by not having the shutters in their Unit closed and locked during hurricane conditions.

- a) All hurricane shutters must be serviced at least once a year by an approved contractor. Please consult the HBC Office for a list of approved contractors.
- b) Each Unit Owner is responsible for closing and locking their hurricane shutters prior to their departure when they plan to be absent for more than 1 week.
- c) Each Unit Owner is responsible for closing and locking their hurricane shutters when the National Weather Service issues a Hurricane Watch for our area (See Section 10.1).

- d) The Property Manager will call a contractor to close all remaining open shutters when the National Weather Service issues a Hurricane Watch for our area. This contractor service, along with a \$100 fee, will be billed to the Unit Owner. If the shutters are not in good operating condition, the contractor will be tasked with performing any necessary repairs and these will be billed to the Unit Owner. Keep in mind, however, that if a Hurricane Watch is declared for our area, the contractor may be unable to perform shutter repairs in a timely manner.

32. BOARD & COMMITTEE MEETINGS

Board of Directors and Committee meetings shall be conducted in compliance with Article FIVE of the HBC Bylaws and FS 718.112(2)(c).

The Board has adopted the following additional rules:

- a) **Scheduling of Meetings.** - Meetings should be scheduled to allow participation by owners who work. Scheduling of meetings on weekdays before 6PM should be avoided, unless there are overriding considerations.

32.1 Unit Owner Participation at Board of Director

Meetings

Any member may speak at any Regular or Special Meeting of the Board of Directors or any other meeting to which F.S 718.112(2)(c) applies. This privilege shall be exercised as follows:

- 1) The audience participation period shall be immediately before the Board votes on any designated business agenda items. However, the Board by MAJORITY vote may extend the time if they believe further discussion would be beneficial and not simply repetitive.
- 2) Any member wishing to speak should raise his hand. The chair will recognize a member who will then go to the podium to address the Board.
- 3) The member who is addressing the Board shall have three (3) minutes in which to speak, make comments, or engage in questions and answer discussion with the Board. For good cause the chair may extend the three (3) minute time period. A member may not assign any of his 3 minute allotment which he does not use.
- 4) The members will not shout out questions or comments or otherwise be disruptive at the meetings.
- 5) Any member who violates this Rule will be required to leave the meeting.

32.2 Committees

In accordance with the HBC By-Laws ARTICLE FIVE, the Board of Directors shall designate all Committees. Such Committees shall consist of at least 3 members of the Association, one of whom shall be a Director. Said Committees shall keep regular Minutes of their proceedings and report same to the Board of Directors as required.

If a Committee member misses 3 consecutive meetings, he or she shall be considered as having resigned his or her membership in the Committee. If, as a result, the membership of the committee drops below the minimum requirement, the Board shall appoint a replacement.

33. NO SMOKING AREAS

Smoking is prohibited in all Common Areas of the HBC. This includes the building lobbies, lounges, gymnasium, game room, public lavatories, corridors, catwalks, garage, North and South Deck garden areas, BBQ area, Pool area, Sun Deck, Tennis Court and beach access pergola and walkway.

Smoking is permitted only on the outdoor parking lot across A1A and public areas of the Beach seaward of the dune line.

Violation of this Rule will result in a fine of \$10 for the first instance and \$25 for each subsequent instance to each perpetrator.

34. AIR CONDITIONING MAINTENANCE

34.1 Semi-Annual Inspection

Every Unit Owner must contract for a semi-annual inspection of each A/C in his/her Unit by a qualified, licensed and insured technician approved by the HBC Management Office. This inspection report must be provided to the HBC Office by March 31 and September 30 of each year.

The inspection must encompass operation of the cooling water shut-off valves, visual inspection of all water supply and drainage hoses for signs of any water leaks, inspection of the condensate pan for mold and drainage issues, and reporting of

excessively dirty filters which could lead to sludge and blocking of the condensate drainage system. This inspection shall not include any repairs, cleaning, anti-fungal treatment, or any testing to prove or improve the normal functionality of the cooling system, which remains the unit owner's responsibility.

The inspection report may be part of the work order ticket detailing the semi-annual routine servicing of the A/C conducted by a qualified technician engaged by the unit owner.

Should the air conditioner technician identify any deficiency in his inspection report, the unit owner must make the immediate arrangement with a licensed and insured air conditioner technician to correct the deficiency.

Failure of the unit owner to provide the A/C semi-annual inspection by the specified dates will result in the Association having an approved vendor perform the inspection. The unit owner will be charged the cost of the inspection.