

WHISPERING SANDS CONDOMINIUM
ASSOCIATION RULES and REGULATIONS

Adopted by vote of Board of Directors on July 6, 2023

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Background

1. The Need for Rules

The degree to which Residents respect each other's rights will ultimately shape the quality of life at Whispering Sands Condominium Association (WSCA). These rules, regulations and restrictions are necessary to maintain our status as a premier condominium association, preserve the individual investments of Unit Owners, and maintain our right to the quiet enjoyment of our Community. These Rules and Regulations will help to clarify the policy and procedures that are in place at WSCA. In this regard, it is incumbent upon the Board of Directors (Board) and/or Property Management Company (Property Manager) to invoke all measures necessary to enforce such rules and regulations. The cooperation of all Unit Owners, Residents and/or their guests is requested and expected.

2. Organizational Structure

The organizational structure of WSCA revolves around a Board elected by the Unit Owners. Unit Owners have empowered the Board with the responsibility of managing the maintenance and administrative activities of the Community. The Property Manager is responsible for the day- to-day operations of the Community, for carrying out the instructions from the Board and, in general, acting to serve in the best interests of all Unit Owners.

For current Board members and Property Management contact details, please visit www.whisperingsands.org.

3. Meetings

The Board meets periodically (a minimum of four (4) quarterly meetings) to review condominium business, with notice to Unit Owners emailed at least ten (10) days prior to the meeting. Meetings may be held in person or virtually and all Unit Owners are welcome to attend. Should you wish to address the Board on a particular issue you may request to be placed on the agenda by contacting the Property Manager at least ten (10) days prior to the meeting.

4. Questions, Suggestions, Comments, Complaints & Privacy

Questions, suggestions, comments, or complaints about the management of the Condominium or violations of these Rules should be communicated in writing to the Board through the Property Manager. Any individual(s) who brings a complaint forward will remain anonymous to the alleged violator(s), however the Property Manager and/or Board may need to speak with the complainant to obtain additional information.

Owners are to use the Property Management Portal for maintenance requests/concerns because the request can be automatically tracked when the Portal is used.

Property Management has been instructed to refer to the Board any issues which the Property Manager is not contracted to resolve.

The Board requests Unit Owners respect Board privacy and not approach Board members in their Unit or elsewhere to communicate a complaint. All complaints must be submitted in writing to the Property Manager.

5. When Board of Directors Approval is Required

There are certain actions that require prior Board approval prior to moving forward, even if these actions are at the expense of the Unit Owner. The Property Manager will accept Alteration Request Forms (available on the www.whisperingsands.org website and appended to this document) and will present all requests to the Board at or before the next scheduled Board Meeting. These include:

Anything that changes the outside appearance of the Unit, including but not limited to:

- Changes to exterior doors and windows.
- Exterior lights and doorbells.
- Modifications to walks, stairs, and decks.
- Landscaping modifications, including any plants, trees, or shrubs

Any construction projects that impact the structural integrity of the Unit or common areas, including roofs and siding, or would require a building permit from the Town of Old Orchard Beach or inspection by the Property Manager:

- Construction plans for changes to the Unit.
- Replacement of doors and windows.
- Anything that requires penetration of the roof or exterior of the Unit.

Other items that could impact the Community:

- Installation of portable emergency generator.
- Short term parking of unapproved vehicles (See Vehicle Rules).
- Use of storage pods or personal dumpster.

6. Non-Compliance Matters

The Board of Directors have established guidelines for warnings and fines specific to the following sections of this document. Should situations occur that are not detailed in this document the Board of Directors reserves the right to apply warnings and/or fines should the action be deemed inappropriate.

General Rules

Rules concerning the operation and use of the common area and requirements or restrictions within Units may be promulgated and amended by the Board, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration, or the By-Laws or any other legal authority pertaining to the action.

1. Decks

Each Unit Owner or Resident is responsible to keep their deck(s) in a good state of preservation, appearance and cleanliness that is not objectionable by any other Owner. See Declaration for further details.

Deck(s) are to be used for seasonal furniture, not storage, whether permanent or temporary.

2. Common Areas

Nothing shall be altered or constructed in or removed from the common areas and facilities without prior written approval by the Board.

All Unit Owners are encouraged to ensure that the common areas and facilities are kept free and clear of all rubbish, debris, and other unsightly materials.

No large gatherings, parties or tents are permitted in the common areas without prior written approval by the Board.

No permanent or portable basketball hoops or hockey/soccer nets are permitted in Unit driveways or any common areas of WSCA, including the roadways.

3. Drones

The use of drones and radio-controlled planes for personal use is not permitted.

The use of drones for business purposes, such as to capture aerial images of the Community for realtors or to survey possible damage to the roofs, etc., is permitted provided notification is made to the Property Manager.

4. Emergency Generators

Permanently installed emergency generators are not permitted.

Portable emergency generators or inverters are permitted with prior written approval by the Board with the following restrictions:

- For emergency use only.
- May never be used within the structure.
- May not be used within 10 feet of the structure and conform with local ordinance.

- Installation specifications will be provided by the WSCA Property Manager.
- Installation of switching system, wiring and outlet must be installed by a licensed electrician.
- A Property Manager approved electrician may be used by the requesting Unit Owner or the Unit Owner may use a licensed electrician of their choosing, however a Property Manager electrician will be required to review and approve the installation and the cost of the review will be at the expense of the Unit Owner.
- Must be used in a way that does not create a noise nuisance, including that the equipment is not rated to operate over the 65-decibel level.
- A Unit Owner or Resident must always be physically present within the Unit while a generator is in use.

5. Exterior of the Building

No awning, canopy, shutter, radio tower, or other equipment shall be affixed to or placed upon the exterior walls, doors, or roofs of the Units/common areas, without prior written approval by the Board.

6. Feeding of Wildlife

WSCA has as a goal to limit access of wildlife to Buildings. Therefore, feeding of wildlife is prohibited except for birds, which may be fed using commercial feeders and commercial bird food. Feeders of any type cannot be on or attached to any building and should be placed several feet away from the building.

7. Fire Hazards

All radios, televisions or other electrical equipment of any kind or nature installed or used in each unit must comply with all the rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. The Unit Owner or their Resident alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

No Unit Owner, Resident or visitors shall at any time bring into or keep in their Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except items such as lighting and cleaning fluids, propane, and gasoline as are customary for indoor residential use.

8. Open Flame: Fire Pits, Outside Fireplaces

No open flame, fire pits, or outside fireplaces are permitted on balconies, decks, or common areas.

9. Signs & Flags

No sign, poster or advertisement shall be posted in or on the property, without prior written approval by the Board. The Board may approve the following exceptions:

- Life Safety purposes. (i.e., alarm system signs or window stickers)

Under no circumstances are the following permitted:

- Notwithstanding the above exceptions, no sign shall be placed in the windows or affixed to or placed upon the exterior walls, doors or roofs of the common areas or Units.
- Commercial sign for goods and services.
- Contractor sign.
- Political, candidate or social issue sign.

US flags and seasonal decorative flags are permitted. Determination of size and location requires Board approval before installing new or changing size of existing approved flags.

Flags that are used for advertising, political causes, other social causes are not permitted.

10. Grills

Electric and Gas grills are permitted to be stored and used on decks, balconies and below balconies.

11. Hanging Clothes

No clothes, clotheslines, sheets, blankets, laundry, tarps, or any kind of other articles shall be hung out of a Unit or exposed on any part of the common areas or facilities.

12. Holiday/Seasonal Decorations

The following are considerations regarding Holiday/Seasonal decorations:

- Holiday decorations must remain on the unit or on a deck and cannot be placed in common areas.
- Attaching such items as seasonal wreaths or other items to a unit or shed door are acceptable within reason.
- Seasonal lighting on decks or around doorways should have Board approval and cannot be left on past 11:00PM.
- All Holiday decorations should be removed after the season.

The Board reserves the right to require Unit Owners/Residents to immediately remove any offensive item or offensive decoration from the front or rear of the Unit. The Board reserves the right to determine what is "offensive" in its sole discretion.

13. Hot Tubs & Saunas (Outside)

Exterior hot tubs and saunas are not permitted.

14. Insurance

Master Policy:

WSCA maintains Master insurance policies for casualty and physical damage covering

both the Common Elements and Units, including all improvements and betterments.

- A certificate of coverage is maintained on behalf of the Association and can be obtained by contacting the current Insurance Agent, whose name and number can be obtained from the Property Manager.
- When calling the Insurance Agent, provide:
 - o Unit Owner's Name or New Buyer's Name.
 - o Unit Number.
 - o Mortgagee name and complete address.
 - o Loan or reference number.

Homeowner Policy

- The Board encourages all owners to maintain adequate homeowner insurance sufficient to meet their needs, which will cover personal effects/contents, personal liability. In the event an owner has an unwelcome event which triggers the Association insurance, owners will be responsible for the Association deductible.
- Policy must be coordinated between individual homeowner policy and Master Policy, so Unit Owner's agent must know that WSCA Master Policy provides blanket coverage on an "All In" basis and includes fixtures, interior walls, appliances, carpeting, wall coverings, cabinets, plumbing fixtures, as well as Unit Owner improvements & betterments.
- WSCA recommends that Unit Owners add the following endorsements when applicable or available to their HO6 Policy:
 - o HO 17 31 (Special Perils Dwelling Coverage)
 - o HO 17 32 (Special Contents Coverage)
 - o HO 04 35 (Loss Assessment Coverage)
 - o HO 17 34 (Unit Owners Modified Other Insurance Service Agreement)
 - o HO 04 95 (Water Backup of Sewers and Drains)
 - o NOTE: These recommendations should be reviewed and discussed with Unit Owners' insurance agent as some carriers offer different forms of coverage and the WSCA is in no way responsible for any Unit Owner coverage deficiencies through these recommendations.

Investor Units

- Liability is the responsibility of the Unit Owner.
- Liability may be added to the Unit Owner's primary residence policy.
- Consider coverage for rent loss in the event the Unit becomes uninhabitable, as the Master Policy and the Association will not honor any claims for loss of rent.
- WSCA recommends Unit occupants purchase HO4 Tenant Homeowners policy.
- The investor is required to provide the Tenant with a copy of the Association rules.
- Unit Owners and Residents are not permitted to do or keep anything in any Unit or in the common areas and facilities which will increase the rate of insurance or cause cancellation of the insurance coverage of the Condominium or violate any

local, county or state law pertaining to such act or storage.

15. Insurance Claims Against the Master Policy

The following steps should be followed when damage occurs in a Unit that is anticipated to be more than the Association's Master Policy Deductible:

- Unit Owner must report the damage more than the master policy deductible within 48 hours to the Property Manager.
 - Failure to report claims promptly may result in the claim being denied by the Insurance Carrier and the cost of repairs may be the Owner's responsibility.
 - The Association will not honor claims that are denied by the Insurance Carrier because of failure to report in a prompt fashion or for deficient coverage on their HO6 policy.
- The Property Manager will add a note to the Online Portal file and will send a representative to inspect the damage to assess the approximate cost to repair or replace.
- The Unit Owner should notify his/her Homeowners insurance company.
 - The Unit Owner is responsible for the Association Master Policy Deductible for items covered by the Master Policy.
 - The Unit Owner is also responsible for all personal property, liability, rent loss, etc. not covered by the Master Policy for any unit(s) affected by the incident.
- If the damage to areas covered by the Master Policy is less than the deductible, then the Association steps out of the process and the Homeowner will resolve the issue with his/her individual insurance company.
- If the damage to the areas covered by the Master Policy is greater than the deductible, the Property Manager will notify the Association's Insurance Agent of the loss.
 - Should immediate repairs be warranted to preserve the integrity of the building/unit and/or ensure safety of the occupants, the Property Manager will assess the work required and notify the Board to seek approval to begin sourcing a vendor and initiating bids. The Property Manager will work with the insurance adjuster, as needed.
- The Property Manager solicits vendors and secures bids to repair the damage to the building/unit. Owners may contact the Property Manager if there is a vendor they would like to have considered.
 - These bids upon being submitted to the Property Manager will then be presented to the Board for discussion and determination of a vendor to award the work too.
- During the bidding and damage assessment process the Unit Owner must work closely with both the Property Manager and the Master Policy insurance adjuster in order that the scope of work is agreed upon by all parties prior to commencement of said restoration work.
 - This includes but is not limited to making the Unit available for inspection,

securing additional bids should the insurance adjuster request it, and promptly responding to requests made by the insurance adjuster and/or Property Manager.

- The Board will not be responsible for the timeliness of insurance claims being paid.
- If a claim payment is delayed, no interest, penalties or other claims will be honored.
- In the event there is a dispute:
 - The final approval of costs rests with the insurance company and the Unit Owner must abide by its decision.
 - The Property Manager will work with the Unit Owner and the insurance company during this period to finalize the scope of the work.
- Once it is agreed by all parties what the scope and amount of the claim will be:
 - The BOD will be given permission to commence work.
 - Unit Owners may ask that the Association request payment of the claim in order that the Unit Owner has funds to initiate restoration work.
 - If the insurance carrier forwards this amount to the Association, then the Association may pass the benefit of this early payment to the Unit Owner.
 - The Association will never release more than 50% of the total claim prior to the signing of a release by the Unit Owner.
- Final payment will be made when:
 - The Insurance Adjuster has had the opportunity to inspect all repair work.
 - The Association has received the final payment from the insurance carrier.
 - The Unit Owner has signed a release.

All costs incurred by the Association because of owner's claim are the financial responsibility of the Owner.

16. Keys (Unit/Clubhouse/Pool)

All outer locks must be keyed to your individual key and to the Association Master Key. When purchasing a new lock, please inform Dupuis (see below) that you live in Whispering Sands, and they will key the lock to fit both sets of keys.

All replacement outer door locks must be purchased and keyed through:

Dupuis Hardware and Locksmith, Inc.

2 Spruce Street

Biddeford, ME 04005

207-284-8702

Each unit is issued keys for the Clubhouse, Tennis Court, and the Pool. These keys should not be duplicated and distributed. Should a key be lost, the unit owner needs to contact the Board to get a replacement key. The cost of a replacement will be charged to the unit owner at a replacement fee of \$50.00, which will be reviewed by the Board periodically.

17. Landscaping

WSCA utilizes a local company to provide landscaping services for all areas in our Community, as such:

- All proposed changes/additions to the existing plantings, including new shrubs, perennials, or annuals, require prior written approval by the Board.
- Any proposed changes must be in existing beds only.
- Any added plantings will not interfere with the maintenance of the grass or other common elements.
- Any added plantings must not damage the exterior siding or roof of the Unit or interfere in any way with the maintenance of the exterior of the Unit.
- If approved, the Unit Owner will be responsible for the cost of the plantings and installation.
- If approved, the Unit Owner will be responsible for the maintenance of all added plantings and all plantings are at the Unit Owner's risk with no WSCA warranties expressed or implied.
- Potted plants and flowers may be placed on the owner's decks and should be planted in standard or decorative pots/planters.
- Potted plants should not be left in common areas such as on lawns, in walkways or other common use areas of the community. Common area placement requires Board review and approval.
- The Unit Owner, at their own expense, may augment the mulch used by WSCA's contractor using the same type and color as the Landscaper.
- Questions or concerns regarding the landscaping should be directed to the Property Manager, not the landscaping contractor.

The Board will follow the recommendation of the landscape contractor in determining the suitability of suggested plants and proposed locations.

The Board reserves the right to make any alterations and or remove any trees, shrubs, or plants necessary to perform maintenance or protect common elements, regardless of who originally planted them.

18. Lighting, doorbells, and exterior electrical outlets

All lighting along the common areas, including roadways, walkways and facilities is maintained by WSCA. Any changes to this lighting must be requested in writing and approved in advance by the Board. Any issues with existing lighting need to be reported to the Property Manager.

Any lighting attached to the Unit, such as those at doors and sliders is maintained by the Unit Owner. Any changes to this lighting must be requested in writing and approved in advance by the Board.

Additional lighting around Unit walkways, decks and patios must be requested in writing

and approved in advance by the Board and must ensure:

- Additional lighting does not interfere with or become a nuisance to other Unit Owners.
- Additional lighting does not interfere with the landscaping or snow removal process.

The Unit Owner may place their exterior lighting on a timer if it does not interfere with or become a nuisance to other Unit Owners.

Doorbell changes must also be reviewed and approved by the Board. Video doorbells are not approved for use on the property.

Unit Owners are responsible for all exterior electrical outlets associated with their Units. Any changes to location or type needs to be approved by the BOD.

19. Maintenance and Repair of Units

Each Unit Owner is responsible for the proper maintenance, repair, and replacement of their respective Unit, except for:

- Decks and pergolas.
- Exterior parking areas.
- Roofing materials, including flashing.
- Rain gutters, downspouts, and drainage.
- Siding and trim work.

19a. **Fire Extinguishers** should be inspected annually. You are encouraged to take your extinguishers to the Admiral store on Haigis Parkway in Scarborough to be checked and/or serviced. The fee for testing is approximately \$10.

19.b **Smoke/Carbon Monoxide** Detectors need to have batteries changed per manufacturer's recommendations. Most Detectors are recommended for replacement every 10 years. Please check the dates and replace them as necessary.

19.c **Hot Water Heater Replacement:** Per mandate of the insurance company and the Association's Hot Water Heater Replacement Policy, heaters must be replaced every ten years. If, according to the records, yours is on the replacement list for the given year, you will be notified, and you may replace it at any time during the calendar year. Confirmation of replacement is required.

19.d **Chimneys:** annual inspection and cleaning of woodburning chimneys at expense of chimney owner is required (per the May 28, 2022, Annual Meeting).

19.e Replacement of **Windows, skylights and Doors** is the responsibility of the homeowner. All replacements require submission of an Alteration Request Form. The exterior entry door of buildings housing interior units is an Association expense (Buildings A, C, E, F, G). Exterior and shed doors of end units, Building B, and Building D are owner expense. (Minutes: April/May 2022 Board of Directors). Note that should window replacement require siding replacement that all siding must be of RED cedar.

19.f **Accessibility:** Unit owners may submit an Alteration Request Form for modifications

to ensure Unit accessibility. Once approved, modifications are made at the owner's expense and the Board may require that any changes made to buildings or grounds be returned to their original condition when modifications are no longer required, or upon the sale of the unit.

- 19.g Unit Owners shall maintain appropriate **climate control** and take appropriate measures to retard and prevent mold from accumulating in the Unit. Each unit is equipped with a low temperature alarm.

Unit Owners are required to report immediately to the Property Manager the following:

- Any fire or smoke damage.
- Any evidence of a water leak, water infiltration or water moisture in the Unit.
- Any evidence of mold which cannot be removed with household cleaner.
- Any failure or malfunction in heating, ventilation, or air conditioning.
- Any inoperable doors and windows.
- Frozen pipes.

20. Moving Procedures

- Prior to moving in, the following items must be supplied to the Property Manager:
 - Completed [Owner/Tenant Information form](#) for emergency purposes.
 - Copies of the executed lease, in the case of a rental. All such leases must comply with all provisions of the Condominium Documents
- All residents moving into the Whispering Sands Association Condominium must sign the Owner/Tenant Acknowledgement indicating they have received a copy of the Declaration, By-Laws and Rules and Regulations and that they agree to abide by the same.

21. Noise

Generally, noise of any kind should be kept to a minimum between 10:00pm and 8:00am. This includes noise from guests or invitees of a Resident or Unit Owner.

22. Offensive Activity

Unit Owners and Residents are prohibited from engaging in any activities which would be considered offensive or become an annoyance or nuisance to the other Unit Owners or occupants, either willfully or negligently.

23. Pets

Pets are approved by the Board with the following restrictions:

1. The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry, or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements.

2. Subject to limitations of City Ordinances, the Declaration and Bylaws, and those listed below, generally recognized house pets such as small dogs (no more than 30 pounds in weight), cats or caged birds not to exceed one dog, two cats or one caged bird, aquarium fish and other limited species of animals which do not normally leave the Unit and which do not make noise are permitted, subject to provided, however, that such pets are not kept or maintained for commercial purposes or for breeding.
3. Such pets shall not be permitted on the Common Elements unless accompanied by an adult and unless carried or leashed. Electronic leashes are not permitted.
4. Any pet creating or causing a nuisance or unreasonable disturbance, or noise may be permanently removed from the property upon thirty (30) days written notice from the Board of Directors. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.
5. Owners are responsible for the immediate removal of waste from their animals from all Common and Limited Common Elements.
6. Pet owners and all owners of units where pets reside are responsible for any property damage, injury, and disturbances the pet may cause or inflict. Any Unit Owner who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association, and each Unit Owner free and harmless from any loss, claim of liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium.
7. All dogs must be licensed annually.
8. Tenants may not have pets.
9. The Board may revoke any such approval at any time for a violation of these rules or for such other cause which the Board, in its sole discretion, determines interferes with the quiet enjoyment and rights of other Unit Owners.

24. Recreational Facilities

1. All people using any of the recreational facilities do so at their own risk and responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. No Unit Owner shall make any claim against the Association, its agents, or employees for or on account of any loss or damage to life, limb or property sustained because of or in connection with any such use of the recreational facilities. Each Unit Owner shall hold the Association harmless from all liabilities and any action of whatsoever nature by any tenant, guests, invitees, or licensees of such Unit Owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and proximately caused by the direct employees in the operation, care, or maintenance

of such recreational facilities.

2. Any damage to the buildings, recreational facilities, or other Common Elements or equipment caused by a Unit Owner, Tenant, or Unit Owner's pets shall be repaired at the expense of the Unit Owner or Tenant.
3. A key is required for access to and use of the Swimming Pool and recreational facilities. Keys are available for each Unit Owner. Keys will not be issued to non-residents and are not transferable or to be loaned to non-residents. Residents' guests may use the facilities at the discretion of the Owner. All other guests must be accompanied by the Unit Owner/Tenant when using the facilities. A charge of \$50.00 will be assessed for the replacement of a lost key. This fee will be reassessed periodically.
4. The clubhouse and racquet court may be reserved for Unit Owner Use. Please see Facility Reservation Request Form (appendix).

In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board shall have the right to bar the use by a Unit Owner of any of the recreational facilities for failure to make payment of any assessments or fees due to the Association as provided for in the Declaration or Bylaws of the Condominium.

25. Renovations, Construction, and Improvements within the Unit

Nothing shall be done in any Unit or in, on or to the common areas and facilities which impairs the structural integrity of the buildings, or which would structurally change the buildings.

Should a Unit Owner wish to complete renovations, construction or improvements within their unit, an Alteration Request Form (available at www.Whisperingsands.org) must be submitted in writing to the Board through the Property Manager. Major projects require a completion inspection by the Property Manager. The purpose of a Completion Inspection is to ensure Board approved Owner Requested Renovations – that are Major - are done properly. The cost of said inspection will be borne by the owner and determined as the standard fee per hour for Property Management maintenance services. Whether or not a Completion Inspection is required will be determined by the Board on a case-by-case basis. Please see Trash/Recycling for information regarding disposal of Construction debris.

26. Residential Use Only

WSA property is for residential purposes only. No Unit may be used, in whole or in part, for business purposes. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained, or permitted on any part of the property. The only exception being Unit Owners and residents who maintain a home office or business that does not bring excess traffic, noise, or visitors to the Community.

27. Satellite Dish or TV Antenna

Satellite dishes and TV antennas are not allowed to be installed on the exterior of the buildings.

28. Sewer Pump Stations and Warning Lights

There is one pumping station that uses two pumps to pump sewage to the town conduits. It is to the right of unit 42. When a malfunction occurs, there is a light visible on top of the station. Please alert property management immediately.

29. Snow Removal

WSA utilizes a local company to provide snow removal services for all the Units in our Community. The scope of work includes the roads, sidewalks, mailbox area, overflow parking, unit walkways to the outside front doors for all buildings. We need your cooperation in the following process, which will greatly assist in an efficient snow clean-up.

Winter Storm Parking Guidelines

When a plowable storm is predicted all vehicles remaining on the premises should be clustered together in the designated areas to allow for efficient plowing. Parking spots assigned to owners, that are not expected to be on site during the snow event, can be utilized for the duration of the storm to facilitate snow removal. As soon as undesignated areas have been plowed all vehicles should be relocated in order that all parking areas can be cleared.

Units 1-14: Park in spots in front of the buildings. Move vehicles to pool side after area has been cleared.

Units 15-30: Park in spots between Units 18- left side of front entry of Building F (25-30) Move vehicles to cleared areas after the areas have been cleared.

Units 31-42: Park in spots between Units 31- left side of front entry of Building H (37-42). Move vehicles to cleared areas after areas have been cleared.

If you will be leaving your vehicle(s) on site and will not be able to move them, please designate a trusted individual to move them for you in the event of a storm.

If snow which has accumulated on the roof melts onto the driveway/walkways of the Unit and creates some isolated slick spots in front of the Units or entry doors, the Unit Owners are expected to help in treating these isolated spots.

Any concerns regarding significant drifting snow or complaints regarding snow removal should be sent to the Property Manager.

The Property Manager will issue a notice regarding any changes to the snowstorm /snow

removal procedures prior to or during the winter season.

30. Storage

The storage of any personal items, other than grills or outdoor furniture, must be done within the Unit and storage units.

The common areas, common hallways and facilities **cannot be obstructed** by any personal items such as bicycles, baby carriages, etc.

31. Storage Pods and Dumpsters

The use of storage pods and personal dumpsters requires the approval of the Board, requests must be submitted to the Property Manager prior to delivery.

- Storage pods or dumpsters must be stored in Unit Owner's assigned parking spot or designated area.
- Must be removed within 14 days of arrival/placement. Any extensions will be approved by the Board on a case-by-case basis.

32. Trash

WSCA contracts with a local waste management company to manage the removal of trash. Dumpsters for household waste and recycling for use of Unit Owners and Residents only and are located inside the stockade enclosures at the rear of the property. PLEASE do not leave anything outside the dumpsters. Unacceptable trash left INSIDE or OUTSIDE the dumpsters are subject to a fine and/or cost of removal.

Construction materials **CANNOT be placed in the WSCA dumpsters** and are the responsibility of the Owner or Contractor for removal from the Property and disposal.

RECYCLING ITEMS ACCEPTED (please use side door of dumpsters)

- Metal, glass, cans bottles/jars empty aerosols. Caps under 2 inches must be screwed on
- Aluminum (foil, cans, clean pots & pans)
- Newspaper +inserts Magazines/catalogs
- Paper bags
- Boxes – ALL BOXES MUST BE BROKEN DOWN

33. Mosquito & Tick Spraying

The use of sprays or other deterrents for mosquitos and ticks in outdoor areas around a Unit/Building requires a majority of unit owners in the building (ex. 3 of 4-unit owners or 4 of 6-unit owners) based on the number of units in the building. The coordination of the service and costs associated are the responsibility of the unit owners in the building.

34. Charging Vehicles or other Items of Need (rev. updated 8/31/23)

Utilizing extension cords from individual units or buildings for the purpose of charging vehicles is NOT permitted on the property.

When an owner utilizes extension cords to power other items outside of their Unit, they must not be left unattended due to safety concerns. They should never be left out at night. Our insurance carrier has identified unattended electrical cords in outdoor areas as being a significant liability and you will be asked to remove them.

35. Other Issues

The Board reserves the right to review incidents not covered in this document and determine if a warning and/or fine are warranted.

Health & Safety

Rules concerning the general health and/or safety of the owners, families and guests are of the utmost importance and are dealt with independently from the general rules and regulations.

1. Smoking

The Whispering Sands Community is non-smoking as per the amendment to the Declaration of Condominium of Whispering Sands dated June 25, 2017. All smoking violations are subject to Board of Director review and determination of action and associated fines. See Enforcement under Section 10.6 (e) of the amendment. There is not a reset period for incidents such as the rolling twelve months associated to HOA payments.

2. Speeding

For the safety of all persons, it is imperative that individuals driving on the property obey the posted speed limits. Should drivers be exceeding speed limits or driving in a manner that puts others in danger they are subject to a warning and/or fine which will be reviewed and determined by the Board of Directors.

3. Pool Safety

For the safety of all persons (owners/family members/renters/guests) using the pool, the posted safety rules MUST be followed. Failure to follow the Association rules for usage of the pool and pool area will be subject to written notification and fine. Pool privileges may be revoked if the Board determines the incident or incidents warrant.

HOA & Assessments

The monthly HOA fee is the backbone of our annual budget. Unit Owners are responsible for timely payment of the HOA so we can manage our monthly expenses as an association.

Assessments are essential to managing the upkeep of the property and maximizing the unit/property value for owners.

1. HOA

Unit owners must set up a payment method that provides for the monthly HOA to be **RECEIVED by the first of every month** at the property management company. If there is going to be a delay it is the responsibility of the unit owner to contact Property Management and notify them of the delay immediately. A delinquent month is a payment that is not received by Property Management by the 15th of any month.

HOA payments that go in arrears will be subject to notification, fines and interest based on the number of months in arrears and/or the number of occurrences over several months. After three months of being in arrears, the account will be turned over to a Collections Agency. **At that time all monies owed to the Association and any fees assigned by the Collections Agency will be the responsibility of the owner and must be paid through the Agency.**

Amenity use and parking privileges may be revoked until all monies owed have been paid in full.

For example, a missed payment in March starts the rolling 12 months to submit timely monthly payments. Should there be another delinquent month such as October then the 12 month rolling window restarts.

2. Assessments

In the overall management of our buildings and property there are times where owners will be required to pay an assessment to fund the work necessary. Typically, an assessment is used to cover the costs of major repair and maintenance of buildings, roads, parking areas, recreational facilities, etc.

The Board of Directors will be responsible for working with Property Management in putting together a full review of the work needed and seeking multiple bids on costs associated with the work. A proposal will be presented to ownership and be voted on for approval.

Compliance: Warnings & Fines

The Board of Directors and Property Management are responsible for managing all non-compliance issues. The rules and regulations will be managed under three levels which include General Rules & Regulations, Health & Safety issues, and HOA compliance. Each area has a defined process and fine structure where appropriate. The Board will review the fine structure periodically and make changes as deemed necessary.

All compliance issues are the responsibility of the Unit Owner regardless of whether the non-compliance is on the part of a renter, guest, or family member.

1. General Rules

First Incident	Second Incident	Third Incident	Fourth Incident	Subsequent Incidents
Verbal Warning	Written Warning	\$50.00	\$100.00	\$150.00 each incident
Property Management will contact the Owner	Property Management will send a written notice of non-compliance	A written notice and associated fine will be sent to the Owner	A written notice and associated fine will be sent to the Owner	A written notice and associated fine will be sent to the Owner

2. Health & Safety (smoking, unnecessary speeding, pool safety, etc.)

First Incident	Second Incident	Third and Subsequent Incidents
Written Warning and \$100.00 fine	\$250.00 fine	\$500.00 fine
Property Management will contact the Owner directly and send a written notice of non-compliance with fine.	Property Management will send a written notice of non-compliance with fine	A written notice and associated fine & interest will be sent to the Owner.

Note: On Health & Safety incidents there is no timeline that resets. Incidents regardless of timelapse are continuous.

3. HOA Non-Payment

First Incident	Second Incident	Third Incident	Fourth and Further Incidents
Written Warning	\$50.00 late fee	\$100.00 late fee plus interest	\$200.00 plus interest
Property Management will contact the Owner directly and send a written notice of non-compliance	Property Management will send a written notice of non-compliance	A written notice and associated fine & interest will be sent to the Owner. After three months of late or no payments, the account will be turned over to a Collection Agency.	A written notice and associated fine for each new incident will be sent to the Owner. The account remains under Collection for all monies owed.

Note: when an account is sent to the Collection Agency the owner will also be responsible for fees the Agency charges in addition to monies owed to the Association.

APPENDIX

**WHISPERING SANDS CONDOMINIUM ASSOCIATION OWNER INITIATED
ALTERATIONS REQUEST FORM**

NAME _____ DATE _____
ADDRESS _____ HOME
PHONE _____ WORK PHONE _____ DESCRIPTION AND LOCATION OF
WORK TO BE DONE (ATTACH ALL SKETCHES)

1. This request must be submitted to the Whispering Sands Condominium Association Board of Directors for approval.

2. It is the responsibility of the homeowner to obtain all permits if required and to be compliant with all local, state, and federal codes.

3. Will the work be done by a licensed contractor? Yes ____ No ____

a. If yes, name of contractor and verification that contractor carries liability insurance:

b. If 'no', who is doing the work? _____

4. Have you discussed this request with your neighbors who abut your unit and/or who will be impacted by this change? Y ____ N ____ Names: _____

5. It is the responsibility of the owner to ensure that any contractor undertaking the proposed work is fully insured to cover any damage or injuries resulting from the work. If the owner fails to do so, and damages result or injury is incurred, owner hereby agrees to assume all responsibility for any resulting damage or injury.

DATE _____ OWNER SIGNATURE _____

WHISPERING SANDS CONDOMINIUM BOARD DECISION _____

COMMENTS AND CONDITIONS _____

DATE _____ SIGNATURE _____

Amenity Reservation Form

Event/Title _____

Date: ___/___/___ Time: _____ am/pm Number Attending _____

Area being reserved:

_____ Sitting Area (limit 11)

_____ Exercise Room (limit 29)

_____ Clubhouse (limit 40)

_____ Racquet Court

Host/Unit Owner _____

Point of Contact: (phone) _____

By signing this form, you have read and agreed to abide by the rules and conditions set forth by the Whispering Sands Association regarding its use and hold harmless the Whispering Sands Association, its owners, residents, Board and Management Company for any injuries or accidents resulting from this event. I also agree to compensate the Association, its owners or residents for any damages resulting from this event or its guests.

Signed: _____

Date _____

Approved: _____ Not Approved _____

Approved By: _____ Date: _____