

RULES & REGULATIONS – FOXCROSS

1. USE RESTRICTIONS:

The use of the condominium property will be in accordance with the following provisions.

A. APARTMENTS:

Each of the apartments will be occupied as a single family private dwelling by the owner, the members of his family, his social guests or lessees and for no other purpose. No apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending the Declaration to show the changes in the apartments to be affected.

No animals or pets of any kind other than household pets will be kept in any apartment, or on any property of the condominium, provided that the keeping of any pets shall be subject to the rules and regulations adopted by the Board of Directors of the Association, provided that they will not be kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance may be permanently barred from the property upon three (3) days written notice from the Board of Directors.

The apartment owners will not cause anything to be hung, displayed or placed on the exterior walls, doors, or windows of the apartment building and will not otherwise change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without prior written consent of the Board of Directors of the Association. No clothes lines or similar devices and no signs will be allowed on limited common elements or upon any other part of the condominium property, without the written consent of the Board of Directors.

Automobiles will be parked in the garages, upon driveways adjacent thereto, or upon common parking areas but only in accordance with the rules and regulations of the Association. There shall be unassigned common parking spaces for guests and licensees.

No other vehicles or objects, including but not limited to trucks, trailers, boats, and motor homes may be parked or placed upon any of the condominium property, including limited common elements, unless permitted by the Association.

B. COMMON ELEMENTS:

Common elements and limited common elements will be used only for the purpose for which they are intended.

C. NUISANCES:

No nuisance will be allowed upon the condominium property, or any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner

will permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

D. LAWFUL USE:

No immoral, improper, offensive or unlawful use will be made of the condominium property or any part of it and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction, will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

E. LEASING:

After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by the lessee, members of his family and his social guests. No rooms may be rented and no transient tenants may be accommodated. (Minimum lease requirements refer to your documents for.)

F. ALTERATIONS:

Pursuant to the Declaration of Protective Covenants, any alteration that is visible from the exterior of the unit must be approved in writing by the Board of Directors and may require approval from the Architectural Review Board or Mariner Sands Home Owners Association.

Permission must be received for each alteration even though similar type of alteration has already been made. Types of alterations that would require approval would include but not be limited to repainting porches, glassing in upstairs porches, installing outside lights, etc.

Anyone wanting to change the landscaping and/or install plants, trees, or flowers around the exterior of their home, must write a letter to the Board of Directors requesting permission. It is possible that if an alteration is made without the Association's approval, the landscape contractor may not be aware of the alteration and in turn cause damage to new plantings.

G. PARKING:

Since the Association has limited parking, following are some suggested procedures: If at all possible, please park in your garage or driveway. There also are designated parking areas on the sod in the circle in Phase I and between buildings 9 & 10. The guidelines for parking on the sod are:

1. These are not to be used at night, since this is when the sod is watered.
2. Please do not park on the sod if it has rained. The tires leave ruts in the sod and it takes some time for the sod to grow back.

Parking on the street should only be used in case of overflow. It is important to keep in mind not to block mailboxes because the Post Office will not deliver mail to any mailbox that cannot be reached from

their vehicle. If you must park on the street, please remember not to block anyone from entering or leaving their driveway.

Please do not park on the street near the pool area since the blind curve there does present a safety hazard. There is a golf cart parking area between the lake and the pool.

H. BULLETIN BOARD:

If individual members are interested in following the activities of the Association, notices of all Board meetings and Association gatherings are posted on the bulletin board located at the pool. The use of the bulletin board is restricted. Anyone wanting to post a notice should receive permission from the Management Office.

I. MAILBOX LIGHTING:

Since the mailbox lighting is supplied by the electricity from certain units, please do not turn off the circuit breaker controlling the mailbox light when you are leaving your Foxcross unit.

J. TRASH:

Trash is collected on Mondays and Thursdays. Please place trash in garbage bins in the trash area before 7:00am the morning of trash pick up. Do not put trash containers in the street. Due to problems with raccoons and opossums, please do not put trash out the night before pick up day.

K. POOL AND CABANA:

The pool and the cabana facilities are for the exclusive use of the owners and approved renters of Foxcross units and their guests. Owners, their guests and tenants must abide by the rules and regulations that are established.

L. PETS:

Pets must be kept on a leash at all times when outside. Also, the owner must pick up after their pet.

M. HURRICANE SHUTTERS:

Unit owners shall be permitted to install hurricane shutters of roll up design within screened enclosures appurtenant to units subject to the approval of the Board of Directors as to specific type and installation. The exterior color of the shutters shall be bronze as required by Mariner Sands Home Owners Association. When not in use, the hurricane shutters shall be inconspicuous from the exterior of the unit and must, therefore, be installed inside screened enclosures. Unit owners must obtain the approval of the Association prior to the installation of the shutters. Maintenance and repair of the hurricane shutters shall be the sole responsibility of the respective unit owners.

If the unit owner shall fail to maintain and repair the hurricane shutters then the Association may do so and bill the unit owner for the maintenance and repair.

Sale and Leasing Restrictions

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner are subject to the following provisions.

Sale:

Transfer subject to approval:

No apartment owner may dispose of an apartment or of any interest in an apartment by sale, without approval of the Association, except to another apartment owner.

Notice to Association:

An apartment owner intending to make a bona fide sale of his apartment or if any interest in it will give to the Association notice of such intention, together with the name and address of the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

Certificate of Approval:

If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

Disapproval by Association:

If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

- A. At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or it will be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.
- B. The purchase price will be paid in cash.
- C. The sale will be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.
- D. A certificate approving the purchaser will be executed by the President and Secretary of the Association.
- E. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved and the Association will furnish a certificate of approval as elsewhere provided.

2. **Lease:**

Transfer subject to approval

No apartment owner may dispose of an apartment or of any interest in an apartment by lease without approval of the Association, except to another apartment owner.

Notice to Association

An apartment owner intending to make a bona fide lease of his apartment or of any interest in it will give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of proposed lease.

Certificate of Approval

If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

Disapproval by Association

If the proposed transaction is a lease, an apartment owner will be advised of the disapproval in writing and the lease will not be made.