

**FOX CHASE PROPERTY OWNERS ASSOCIATION, INC.
FOX CHASE CONDOMINIUMS 1, 2, & 3
8605 NORTH WEST 8TH STREET
MIAMI, FLORIDA 33126
(305) 264- 3644**

SEPTEMBER 28 ,1994

RULES AND REGULATIONS

As published and recorded as part of
The Fox Chase Condominium Documents
and
Other policies and rules as published and approved
and
Clarification of those rules and regulations
and
Establishing new House Rules

GENERAL

1. The green areas and walkways in front of the condominium units and the entrance-ways to the condominiums units shall not be obstructed permanently or used for any purpose other than ingress to and egress from the condominium units.
2. The exterior of the condominium units and the balconies, terraces, storage areas and all other areas appurtenant to a condominium unit shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
3. No article shall be hung from the doors or windows or placed upon the outside window sills or balconies of the condominium units.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways, except in any areas specifically designated by the Board of Directors.

5. No owner shall make or permit any noise that will disturb or annoy the occupants of any of the condominium units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each owner shall keep his condominium unit clean and in a good state of repair. No owner or occupant shall sweep or throw, or permit to be swept or thrown, therefrom or from the doors or windows thereof, or from the balconies, any dirt or other substance.
7. No shades, awnings, windows guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the building except as shall have been approved by the Association, which may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Association, acting through its initial Board of Directors, has designated the color, type and specifications for all drapery liners to be used in all draperies which are exposed in any way to view from areas outside of any condominium unit. Guidelines are available from the Association upon request. Also, hurricane shutters may be installed provided these are approved by the Board and provided they comply with the Association's established guidelines.
8. Each condominium unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by (a) removing all furniture, plants, and other objectives from his balcony or terrace, and (b) designating a responsible firm or individual satisfactory to the Association to care for his condominium unit, should the unit suffer hurricane damage. Such firm or individual shall contact the Association for permission to install or remove hurricane shutters.
9. No sign, notice or advertisement shall be inscribed or exposed on or at any window, or other part of the condominium units except as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium units without similar approval.
10. All garbage and refuse from condominium units shall be deposited with care in garbage containers which shall be kept in such locations as the Association shall direct. Garbage, trash and other refuse which cannot be thrown down the designated trash chutes shall be deposited in the trash rooms on the ground level,

so that no unit owner's garbage or refuse shall be or become a nuisance or annoyance to any other owner. Residents not complying with these provisions will be charged for any required cleanup.

11. Water-closets and other water apparatus in the buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown in same. Any damage resulting from misuse of any water-closet or other apparatus shall be paid for by the owner whose condominium unit it shall have been caused.

12. No owner shall request or cause any employee of the Association to perform any private business of the owner.

13. No radio or television aerial or antenna shall be attached or hang from the exterior of the condominium units or the roofs thereon. The developer has provided a master television system to which each unit is connected, and no other television antennas shall be permitted. The Cost of maintaining the master television antenna system, which is declared to be a common element, shall be a common expense of the Association. No owner shall modify or add outlets to the television antenna system without prior written approval of the Association.

14. The agents of the Association and any contractor or workman authorized by the Association may enter any condominium unit, balcony or terrace at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of the Condominium, By-Laws of the Association, or management agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner.

15. All owners who will be absent from their condominium unit shall provide for emergency access to their unit by the Association, to be used solely in the event of an emergency. An absentee owner shall leave the name and phone number of any individual or responsible firm with a pass key to their unit, or shall leave a pass key with the Association (or Management Company of the Association). In the event of an emergency, such as fire or water pipe problems, the protection of life and property may depend upon being able to enter a particular unit.

16. All repairs, renovation and painting or other maintenance required or permitted to be done by the condominium unit owner

shall be accomplished or performed only by personnel or firms approved by the Association.

17. No vehicle belonging to an owner or to a member of the family or to a guest, tenant or employee of an owner, shall be parked in such manner as to impede or prevent ready access to another owner's unit, or limited common elements or other parking spaces. The owners, their employees, servants, agents, visitors and licensees and the owner's family, will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No unit owner shall store or park or leave boats, trailers, trucks, campers or any commercial vehicle on the condominium property. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. The Developer of the condominium has made initial assignments of vehicle parking spaces to unit owners. Future changes in assignments of parking spaces may be made by the Board of Directors in accordance with such rules and regulations and priorities as the Board of Directors shall adopt from time to time.

18. The owner shall not cause or permit the blowing of any horn from any vehicle of this own, or which his guests or family shall occupy, anywhere within the condominium property.

19. No owner shall use, or permit to be brought into the condominium property or units, any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed hazardous to life, limb or property.

20. No owner or resident shall be allowed to put his name on any entry of the condominium units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the Association for such purposes.

21. Any damage to buildings, recreational facilities or the common areas or condominium equipment caused by any resident or his guests shall be repaired at the expense of the owner who has himself, or whose guests or family have caused the damage.

22. Complaints regarding management of the condominium units and grounds or regarding actions of other residents shall be made in

writing to the Association.

23. Any consent or approval given under these rules and regulations by the Association shall be revocable at any time.

24. The recreation areas are solely for the use of the condominium residents and their invited guests. Those who swim in the pool and utilize the other recreational facilities shall do so at their own risk. The Association shall not be liable for any personal injury, loss of life or property damage of any kind caused or arising from the use of the recreational facilities.

25. The use of the swimming pool, pool area and recreational facilities, permitted hours of use, guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and posted on the property. The current pool, tennis court and clubhouse regulations are provided in subsequent pages of this document.

26. The use of the Clubhouse for private functions, parties, meetings, etc., requires the prior approval of the Association. An application for use, which includes the rules and requirements may be obtained from the office. Reservations must be made through the office.

27. Since the Property Owners Association owns all the parking spaces in the Fox Chase Condominium project, the Association shall have the right to assign the parking spaces to be used only by the owners and guests of the unit to which the space is assigned. Said assigned parking spaces may be reassigned only with the consent of the unit owner, however, the unit owner's consent will not be unreasonably withheld. The Association may also designate certain parking spaces for the common use of all residents of the Fox Chase Condominiums.

28. These Rules and Regulations may be modified, added to or repealed at any time by the Board of Directors.

29. The Board of Directors may levy a fine against a unit owner or tenant for violation of any provisions contained in these Rules and Regulations as further provided in the Declaration of Condominium, as amended.

30. Moving in or out of the community may only be scheduled during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday or 9:00

a.m. to 1:00 p.m. on Saturdays. Moving of furniture, personal property or any other items is strictly prohibited unless it is scheduled during these hours. The owner or tenant must notify the Association office and obtain written permission from same prior to scheduling the move.

TENNIS COURT USAGE RULES

1. The tennis courts are for the use of Fox Chase residents and guests accompanied by the resident.
2. Identification must be carried at all times and presented upon request of management or other residents.
3. The courts are to be used for TENNIS ONLY! Other ball games, skating, bicycles, etc., are strictly prohibited due to the potential for damage to the courts.
4. Tennis shoes are required when using the courts.
5. Use of a court is limited to one hour when others are waiting to use the court. The one hour limit applies to all members of the party using the court.
6. No food is permitted on the courts. Only beverages in non-breakable containers are permitted on the courts. It is the responsibility of the users to dispose of all beverage containers when they finish using the court.

SWIMMING POOL USAGE RULES

1. The pool is for the use of Fox Chase residents and guests accompanied by the resident. A maximum of four (4) guests per unit is permitted.
2. The pool is open for general use according to posted rules from 7 AM until 10 PM every day.
3. Children under age 12 may use the pool only if accompanied by an adult.
4. Identification must be carried at all times and presented upon request by management or another resident.
5. A shower must be taken before entering the pool and suitable swimming attire must be worn at all times in the pool area.

6. No food is allowed in the pool area. Only beverages in non-breakable containers are permitted on the pool deck.
7. No tossing (ball, frisbee, etc.) games running, roller skating, or bicycle riding is permitted on the pool deck.
8. Listening to radios or tape recorders is permitted only through ear-phones. Musical instruments are not permitted on the pool deck.
9. No animals are permitted in the pool or in the pool area.
10. Rafts are not permitted in the pool. Only inflatable lifesaving devices worn on or around the body are permitted.
11. Swimming and lounging in the pool area is at your own risk. No lifeguard is on duty.

CONDOMINIUM UNIT USE AND BASIC RESPONSIBILITIES

1. The condominium unit shall be used only as a single family residence only.
2. No separate part of a unit may be rented, and no trade, business, professional or any type of commercial activity may be conducted from any unit.
3. A unit may not be divided or sub-divided for sale or lease.
4. A resident may not make any use of a unit which violates any laws, ordinances or regulations of any governmental body having jurisdiction thereof.
5. A resident may not permit anything to be done or kept in his unit which will increase the insurance rates on the unit, common elements or any portion of the condominium, or which will obstruct or interfere with the rights of any other residents.
6. A resident may not speak, sing, play a musical instrument, operate a radio, phonograph, television or sound amplifier, or create or cause to be created, any noise or sound in such a manner or at such a level as to disturb or annoy other residents.

7. A resident may make no repairs to plumbing or electrical wiring within a unit except by employing a properly licensed plumber or electrician. Plumbing and electrical repairs made within a unit shall be the financial responsibility of the owner of the unit.

8. The interior of the unit may not be altered in any manner which will affect the structural elements of the building or its electrical, mechanical, plumbing or air-conditioning systems, or any of the common or limited common elements, without prior, written consent of the Association. Requests for architectural repairs and alterations must be applied for in writing addressed to the Board of Directors in time to allow for consideration and approval before the work begins.

9. The owner or resident shall allow the Board of Directors or agents or employees of the Association to enter the unit for the purpose of maintenance, inspection, repair, replacement or improvement within the unit or common elements, or in case of emergency threatening the unit or the common elements, or to determine compliance with the provisions of the condominium documents or the rules and regulations. Except in the case of emergency entry will be made by appointment with the resident.

10. A resident shall maintain in a clean and sanitary manner and in good repair, the unit and all interior surfaces within or surrounding the unit, including the walls, ceilings and floors, whether they are a part of the unit or of the common elements, and shall maintain and repair all fixtures, plumbing and appliances therein, and pay for any utilities separately metered to the unit.

11. Residents shall abide by any regulations regarding children as may be established from time to time by the Association.

12. Residents are prohibited from maintaining a washing machine or dryer in the unit without the expressed written consent of the Board of Directors.

SAFETY

1. The parking areas, sidewalks, entrances, passages, elevators, vestibules, stairways, halls, corridors and all common and limited common elements must not be obstructed or encumbered or used for any purpose other than for parking or ingress and egress to the premises. No carriages, plants, bicycles, tricycles, scooters, roller skates, wheeled toys, toys, benches, chairs, tables or other

objects of a similar nature be stored in such areas.

2. Children may not play or loiter in halls, stairways, elevators, streets, parking areas, or other public areas.

3. All personal property of residents shall be stored within the condominium unit.

4. No garbage cans, supplies, milk bottles or other articles may be placed in halls, on balconies or on staircase landings, nor may any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any window, door or balcony, or exposed on any part of the common or limited common elements.

5. Fire exits shall not be obstructed in any manner, and the common and limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

6. A resident shall not allow anything to fall from a window, door or balcony, nor throw from the premises any dirt or other substances into the corridors, halls or balconies, elevators or anywhere in the building or on the grounds.

7. No flammable, combustible or explosive fluid, chemical or substance shall be kept in a unit or on the common or limited common elements, except as are required for normal housekeeping use.

8. No cooking shall be permitted on any patio, terrace, balcony or common or limited common areas.

SECURITY

1. Police or fire Emergency should be called first at 911 (or station 3 at _____). Security problems, including trespassers and suspicious persons or vehicles and acts of vandalism, should be reported immediately to Metro Police and then to the Association office.

2. Solicitors are not permitted on the condominium property at any time, except by individual appointment with residents. Handbills

should be forwarded to the Association Office.

3. A supplement to these rules may be found in the "Post Orders" as published _____. They may be found in the "Post Orders & Emergency Action" guide for the guards, copy located in the Association Office.

4. All residents must comply with guard instructions.

TRASH

1. Trash and garbage shall be secured in plastic bags and deposited into the chutes in the trash rooms located on each floor.

2. Trash and garbage shall not be left on the floor of a trash room nor outside of trash containers, nor shall any resident allow any rubbish, refuse, garbage or trash to accumulate in places other than the appropriate containers, so that each unit, the common and limited common elements shall at all times remain in a clean and sanitary condition.

ARCHITECTURAL CONTROL

1. The following shall not be altered, modified, changed, repaired, replaced, decorated, removed, added to, extended, enclosed or painted without prior written consent of the Association. Common elements, limited common elements, any outside or exterior portion of the building or condominium unit, or other exterior areas appurtenant to a condominium unit, including but not limited to balconies, patios, terraces, parking areas, balcony walls, ceilings, railings and doors.

2. The following shall not be installed, erected, attached to, constructed, exhibited or displayed on the common elements, limited common elements, or other exterior areas appurtenant to a condominium unit: Awnings, patio covers, screens, shades, fences, gutters, canopies, window guards, jealousies, enclosures, light reflective material, radio or television, or citizen band radio broadcasting or receiving devices, aerials or antennas, landscaping features, ventilators, fans, air conditioning or dehumidifying devices, wiring, lighting, curbs, sidewalks, brick, tile, chattahoochee, concrete slabs, decorative or security bars or gates, wood decks or walls, or flag poles. However, hurricane shutters may be installed provided these are approved by the Board and provided they comply with the Association's established

guidelines.

3. The following shall not be hung, exhibited, displayed, painted, inscribed or affixed in, on or upon the interior of a unit, including windows and/or sliding glass doors, in such a manner as to be visible from outside of the unit, without prior written consent of the Association: Signs, notices, advertisements, decorations, laundry garments, towels, solar film, flags, foil, paper, paint, or other objectives, except for (standard) draperies, blinds, shades or other suitable window coverings.

4. No unit entrance may change with tile, brick, wood, paint or other cosmetic improvements. Rugs and mats may not be placed outside the condominium unit entrance doors without prior written consent of the Association. Brown turf-like mats will be permitted.

5. Installation of extra load electrical or plumbing equipment is not authorized. Such equipment would include but not limited to washer, dryers, hot tubs and whirlpools.

6. In accordance with Chapter XIII, Paragraph C, of the Declaration of Condominium which states that the owner is responsible for the maintenance of the limited Common Elements, and in particular for patios or balconies, for keeping such common elements in "clean and orderly condition", the following rule is promulgated to simplify compliance.

ITEMS ALLOWED ON PATIOS ARE AS FOLLOWS:

1. Patio furniture (outdoor furniture). No appliances or indoor furniture will be allowed.

2. Plants arranged in an attractive manner, which can be easily removed in the event of a storm.

3. Bicycles so long as they are neatly stored.

ITEMS NOT ALLOWED ON PATIOS:

1. Cartons, boxes or any type of storage containers.

2. Loose building materials (boards, etc.)

3. Garbage containers of any kind.

4. Cleaning materials or implements of any kind.
5. No shopping carts of any kind.
6. No toys will be stored on balcony (patio).
7. No animal shelters of any kind will be permitted on balcony.
8. No boats of any kind will be permitted on balcony.
9. No motorcycles will be permitted IN THE BUILDING or on balcony.
10. No clothing or material of any kind will be hung on the balcony to dry.
11. Nothing unsightly will be allowed on the balconies, This includes any items which will cause the exterior of the building to look shabby, littered or messy.

PARKING

1. Parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. Parking is only permitted in properly designated parking spaces, and no vehicle may park on any other common or limited common area, including but not limited to grass and walkways. Any automobile improperly parked in a space reserved for any condominium unit owner will be towed away at the automobiles owner's expense. Illegally parked vehicles will be towed at owners expense.
2. A resident shall use only the parking space specifically assigned to his/her unit.
3. A number of guest spaces have been provided throughout the community for use by guest and visitors. Parking in a guest space must not exceed 24 hours.
4. Parking in assigned, unassigned, or guest spaces shall be limited to passenger vans (not to exceed 18 feet) and motorcycles.
5. Boats, boat trailers, trucks, commercial vehicles and all other vehicles not specifically authorized herein shall not be permitted in any parking space.
6. No vehicle which cannot operate on its power or which has an

expired license plate or inspection sticker, or which has no license plate, shall remain on the condominium premises for more than twenty-four hours and no repair of vehicles shall be made on the Condominium premises.

7. No vehicles may be repaired on the property.

8. All vehicles must be insured according to the minimal required by local and state requirements.

9. No vehicle may store or contain any explosive or inflammable material, except normal operating fuels and amounts as listed in the standard handbook of the vehicle and contained within the regular vehicle fuel tank.

10. Any vehicle leaking fluids, oils, fuels or chemicals of any type will be removed immediately from the project. Protection of the parking and driveways will be the responsibility of the owner. Any asphalt, sod, sewer system, or any other common or limited common elements, or private property damage will be charged to the owner.

11. Any vehicle not in legal operating condition, not properly insured, missing body parts, having added parts and equipment to over improve (such as racing equipment), or body paints that indicate a commercial vehicle shall be restricted from the project or towed at the owner's expense.

12. All vehicles will only use the driveways, roadways, parking roads and streets to move vehicles to and from the entrance/exit gate and the appropriate parking spot. They will not exceed 5 MPH. Nor drive in an unsafe way.

13. No vehicles shall be washed on the property at any time.

HURRICANE PREPARATION

1. Each unit owner or resident who plans to be absent from the unit during hurricane season must prepare his or her unit prior to departure by: (a) removing all furniture, plants and other objects from the terrace/patio area, (b) designation of a responsible firm or individual to care for the unit should the unit suffer hurricane damage, and (c) Notifying the Association Office in writing of the name and telephone number of such firm or individual.

2. Hurricane or storm shutters may not be installed without prior written consent of the Association.

3. Each resident is responsible for their unit in such an alert they will prepare their unit for the storm to protect it as recommended by those agencies that issue storm warnings. Each resident will follow the warnings and comply as instructed. This will include protection of vehicles as well.

PETS

1. No resident may keep any pet or animal on the condominium property except with the prior written consent of the Association and in accordance with the Rules and Regulations and additional rules as may be adopted from time to time by the Association. The recorded Declaration of Condominium, as amended, prohibits the keeping of pets in the condominium except for fish kept in aquariums of not more than 25 gallons.

2. GRANDFATHERED-IN PETS:

The pets which have been previously approved by the Board of Directors and which do not constitute a nuisance, may be kept on the premises but may not be replaced upon their death or other removal from the community. In order to be thus grandfathered in, all owners must register their pets within thirty (30) days from the effective date of these regulations. Any pet which has not been duly registered with the Association shall be deemed unapproved and subject to immediate removal. Those pets which have been properly registered and grandfathered in must also comply with the following Rules and Regulations:

(a) Only dogs and cats twenty (20) pounds and under are allowed in the condominium property. Not more than one (1) dog or one (1) cat is allowed in a unit at any one time.

(b) Each condominium resident who owns or maintains a grandfathered in pet shall indemnify the Association and hold it harmless against any loss or liability or claim of any kind or character whatsoever arising out of or connected with the keeping of any animal or pet upon the condominium property against animal attacks or bites or any other incidents in connection therewith of like character. No owner shall be permitted to keep a pet upon the condominium which shall become obnoxious or which will create a nuisance to any other resident. It will be the sole responsibility of the resident to clean up after his or her pet.

(c) The pet will not be allowed out of the unit or building unless it is in custody of the owner and on a leash not to exceed four (4) feet in length, or carried.

(d) The pet will be walked off the premises of the building and the pet will curbed in the street gutter on in such area as may be designated by the Association. POOPER SCOOPERS ARE REQUIRED FOR REMOVAL OF ANIMAL WASTES.

(e) The unit owner shall be liable for any damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., caused by the pet, and the unit owner must pay all costs involved in restoring any damage to any part of the condominium property or private property.

(f) The unit owner shall be financially responsible for any person injury or property damage caused to any other unit owner, occupant, guest, employee or vendor of the building or to any member of the public, by the pet.

(g) The resident shall put the pet out to board at his or her own expense should it be necessary because of any noise, barking, or damage to the building and/or grounds or any reasonable complaints from other residents.

(h) No pet or animal may be kept by any resident on any part of the condominium property which constitutes a nuisance and which unreasonably interferes with the quiet enjoyment of the premises by other residents.

(i) All pets will be in good health and have the necessary shots, licenses, and any other certificates required by any governmental agencies. Should the Association request proof of licenses, certificates, photographs, and/or medical reports, then the owner will furnish the Association with those reports in a timely manner. Should the Association request a medical report on the pet, then the owner will furnish a medical report from a Florida licensed veterinarian, currently dated, at the expense of the owner. If the Association request verification of weight of the pet, the medical report should also list the weight of the pet.

(j) Pets may not be kept for breeding or other profit ventures within the condominium.

(k) No resident shall feed or permit to be feed any pets or animals on common elements of the property.

SALE OR LEASE

1. A condominium unit shall not be sold, transferred, leased or rented except as permitted in the Declaration of Condominium. Any

attempt to sell, rent, or lease a unit without prior approval of the Association shall be deemed a breach of the Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee.

2. The Association shall not be obligated to approve or consent to the sale, transferred, leased or rented except as permitted in the Declaration of Condominium. Any attempt to sell, rent, or lease a unit without prior approval of the Association shall be deemed a breach of the Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee.

3. Should a unit owner wish to sell, transfer, lease or rent his/her unit, he/she shall, BEFORE accepting any offer to sell transfer, lease or rent the unit, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he/she has received and wishes to accept. The name and address of the person(s) with whom the proposed sale, transfer, lease or rental is to be made, and such other information as may be required by the Board of Directors. Prior to tenants occupying a unit, the Board of Directors must received and approve a "tenant Application Form" and "Request For Approval of Rental Form".
TENANTS MUST ACKNOWLEDGE RECEIPT UNDERSTANDING RULES.

4. No unit owner may enter into a lease agreement for a unit unless the term of said lease is six months nor more than twelve months. Units may be leased no more than once each calendar year. Owners are responsible to provide rules to tenants and to ensure they abide by same.

5. Upon the sale or transfer of a unit pursuant to the approval of the Association, the purchaser shall within ten (10) days of such transfer, provide the Association with a copy of the recorded warranty deed and closing statement.

6. In event of any violation by the tenant, his family, guest or invitee, of the rules and regulations of the Association, or any provision of the Declaration of Condominium, such violations shall be deemed a breach of the lease, whether oral or written, under which the tenant hold possession of the condominium unit and the Association shall be deemed a third party beneficiary of said lease for the purpose of enforcing the rules and regulations and terms and conditions of the Declaration of Condominium.

7. Prior to moving in or out of the unit, the resident/new occupant should contact the Association office to schedule the move. [See rule #30, Page 6].

8. The number of occupants per unit is restricted to: for a one bedroom unit, no more than two (2) occupants; for a two bedroom unit, no more than four (4) occupants and for a three bedroom unit, no more than six (6) occupants.

9. When a unit is to be occupied by Immediate family members of the owners, not on a lease basis, the owner must inform the Association of such intention, sign an affidavit attesting to the relationship, and have the prospective resident fill a "Resident Information Sheet" to furnish the Association with the required information.

10. The Association shall charge a \$50.00 screening fee for processing a sale or lease application, and further, the Board of Directors has the right to require a security deposit for the protection of the common elements from an owner as a condition to permitting the renting of the unit.

RECREATION FACILITIES AND COMMON ELEMENTS

1. Each resident shall observe all Rules and Regulations concerning the use of the recreation facilities.

2. Refuse containers shall be used for the disposal of trash, and the pool and decks shall be left in a clean condition at all times.

3. Guests must be accompanied by a resident when using the recreation facilities.

4. Unit owners are responsible for any damages caused to the recreation facilities by themselves, their family, guest, invitee, servants, lessee and persons who are on the premises because of the unit owner.

5. TENNIS (see tennis and court rules in this document).

6. SWIMMING POOL RULES (see swimming pool rules in this document).

7. Children (minor) must be accompanied by an adult.

8. Trash and litter should be placed in proper refuse containers in areas such as common element rooms in the building, mail rooms and laundry rooms and common element areas outside the buildings as the parking lot and walkways.

9. Certain areas are "off-limits" and owners, occupants,

residents, guests, are restricted to areas as the elevator rooms, meter room, storage rooms, machinery and equipment areas, and the roof areas. Should repairs and service companies need access to these areas, they will need to contact the Association office to gain entry.

10. Fences and walls are for controlling entry/exit and will not be climbed, jumped or scaled.

11. Landscaping will be respected and not damaged by pulling, digging, cutting, chopping, placing chemicals or toxic substances on the grass, shrubbery, or trees. Climbing trees is strictly prohibited.

BURGLAR ALARM

1. Installation of a burglar alarm systems may be permitted with prior written consent of the Board of Directors, providing the exterior portion of the system blends with the architectural design and decor of the community, and the installation of alarm boxes and/or horns is as inconspicuous as possible.

2. Association Office must be advised of the name and phone number(s) of a local persons that will be available to turn the alarm off should it begin ringing. Owners with car alarms should provide the same information to the office.

3. In event no local contact person or number is available, the Association office will make whatever arrangements are necessary in order to silence the alarm, at the unit or on the cars (to include towing) at the owners expense.

MAINTENANCE FEE ASSESSMENT

1. Maintenance fees are due on the first (1st) day of each month payments not RECEIVED on the 15th day of the month will incur a late charge. If the 15th falls on a weekend or holiday, payments must be received on the last working day prior to the 15th. The Association will furnish each unit an address that the payment will be mailed or delivered along with a coupon, invoice, or billing statement. Should the owner not have any payment information, they should deliver the payment to the Association office.

2. Payments should be by personal checks, cashier's check or money order made payable to the FOX CHASE CONDOMINIUM. (1, 2, OR 3) ASSOCIATION, INC. The account number and unit address must appear on the face of the check or money order.

3. Receipts will not be issued for maintenance fee payments as the cancelled check or money order will be considered the receipt .
4. Inquiries regarding the status of an account must be made by the owner or their agent by phone or in writing, with reference to the account, to the Associations Accountant.
5. Special Assessments will fundamentally comply with the same procedures as the maintenance fee collections. In the event there are changes, the owner will be notified.
6. Returned checks will have bank and service charges applied to the unit account. The check must be replaced immediately or the Association will begin legal action.
7. Delinquent accounts (any account not current after the first of the month when due) are subject to late charges, interest, collection charges, fees, attorney's cost, court costs or any other collection expenses. The Association has the right to lien and foreclose, and take other action to collect the delinquent account. The owner is responsible for any charges incurred by the collection procedures.

RULES FOR CLUBHOUSE USAGE

1. The Clubhouse is available for rental to unit owners, with their approval-their tenants, for a use charge and a security deposit. Advanced notice and Rental Application Forms and Lease are required.

OWNER INFORMATION

1. Each owner is responsible to furnish the Association their current mailing address, phone numbers, emergency contacts or agents, occupants living in the unit, automobiles and their tag numbers and other information that may be needed for operations of the Association. Each owner is responsible to report any changes to the Association Office as soon as possible.
2. Each owner/resident or resident is responsible to report the failure of any association equipment to the Association Office.
3. Anyone observing a hazardous situation in the condominium, should report the situation to the Association Office (see security in this documents).

CHILDREN

1. Children are the responsibility of their parents.
2. No non-resident child may come on the condominium property without a resident adult action as the host and accompanying that child. One resident child may not vouch for another non-resident child.
3. Since there are no play areas designated in the condominium, parents must take children to off-site parks or play areas.
4. Bikes, skates, skateboards, and other riding toys are restricted from usage except in the driveways and then only going to and from the entrance/exit of the project.
5. No child may play near the gate area. This area is designated as the area where vehicles are entering and leaving the project and to include the guardhouse.
6. Loitering, groups, or gangs of children are to discouraged.

(The foregoing Rules and Regulations have been adopted by the Board of Directors at its meeting on September 28, 1994. A copy of these revised Rules and Regulations shall be provided to all unit owners at the time of their adoption.)