

RULES AND REGULATIONS

(Updated 10/08/24)

The following Rules and Regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the property comprising the Condominium and the conduct of all residents thereof. Violations of these Rules and Regulations may result in a fine.

1. **LAWS-** All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.
2. **OWNERS IN GOOD STANDING-** Only Owners considered to be in good standing with the Associations will be allowed to run for the Board of Managers, vote in the general election of Board of Managers or have access to amenities offered by Foxberry such as Pool Privileges. An owner considered to be in "Good Standing" is an Owner who is paid up to date on their HOA fees, does not owe fines and has no outstanding violations of the Rules & Regulations.
3. **ALL UNIT OWNERS SHALL HAVE HO6 INSURANCE-** All Unit Owners shall have and maintain a condominium homeowners insurance policy, specifically an HO6 insurance policy. A copy of the Declaration page of said policy shall be provided annually to the Property Manager.
4. **PETS-** One small dog, cat (2), bird, or fish are allowed pets. A small dog is considered to be a dog which will remain under or about 30 lbs at maturity. For a dog, a pet registration packet must be completed and approved in writing by the Board of Managers prior to the dog being brought onto the Property. Visiting dogs must get prior approval or be registered, vaccinated and be under 30 lbs. See the Animal Policy.
5. **EXTERIOR OF BUILDINGS-** No altering, painting, hanging or adhering of anything to the exterior of the buildings including the roofs, railings, bricks, siding or concrete patios or balconies without written permission from the Board of Managers. No plants shall be hung from the roof or siding.
6. **NO HANGING OR SHAKING OF CLOTHING, ETC.-** No lines, cloths, clothing, curtains, towels, rugs or mops shall be shaken from the doors, windows, patio, balconies, walls or fences or placed upon walls, windows, sills, railings or fences. No laundry shall be placed outside of the unit to dry including on drying racks or tables.
7. **SHADES, CURTAINS, BLINDS, ETC.-** The exterior color of the outermost window treatment shall be white, off white or other color approved by the Board of Managers in writing.
8. **SIGNS, TV DISHES, SCREENS, STORM DOORS, ETC.-** No screen, storm door, awning, radio or TV aerial or dish, portable AC unit or window fan shall be attached to or hung from the exterior of any Building or placed in a window and no sign (including realty), notice, advertisements or illumination shall be inscribed in or exposed on or at any window or other part of any building or other common elements except such as shall have been approved in writing by the Board of Managers which approval may be granted or refused in the sole discretion of the Board of Managers; nor shall anything be projected from any window of any building or installed in the common area without similar approval. The TV aerial or dish must be removed prior to the sale of the Unit or when use of it has been discontinued.
9. **NO OBSTRUCTION OR MISUSE OF COMMON ELEMENTS-** The common elements shall not be obstructed, littered, defaced or misused in any manner. No storing of personal items in common hallways, laundry rooms, bed or flower areas, lawns and all other common areas are allowed.
10. **USE OF UNITS-** All residential units shall be used for single family residence purposes only as such term is defined in the Declaration and, if resided in by three or more persons, such persons shall be members of the "same family" as such term is defined in the Declaration/Bylaws. All garage units shall be used for the parking of automobiles and storage of household and personal property.
11. **NO ILLEGAL OR DISTURBING USE OF UNITS-** Unit Owners, members of their families, their employees, guests, lessees and their pets shall not use or permit the use of the premises or common areas

in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium. Noise, including appliances, TVs and stereos, should be kept to a considerate level at all times.

12. **DAMAGE TO CONDOMINIUM PROPERTY-** Every Unit Owner shall be liable for any and all damage to the common elements and the property of the Condominium which shall be caused by (1) the Unit Owner, or (2) any family member, non-owner resident, guest or invitee of such Unit Owner, or (3) any family member, guest, or invitee of the non-owner resident.
13. **UNITS TO BE PROPERLY REPAIRED AND MAINTAINED-** Every Unit Owner must perform promptly all maintenance and repair work to his/her own unit, which, if omitted, would affect the building of which such Unit Owner's unit forms a part, such Unit Owner being expressly responsible for the damage and liabilities that the failure to promptly perform may engender. This includes maintaining and replacing, when necessary, window and door caulk.
14. **REPAIRS TO UNIT AT UNIT OWNER'S EXPENSE-** All the repairs to the interior of Units from the walls in, including internal installations of a unit located in and servicing only that unit, such as gas and electric power, telephones, plumbing and sanitary installations shall be at the Unit Owner's expense. This includes ceilings, floors, windows and doors (and caulking).
15. **LANDSCAPING OR GARDENING BY UNIT OWNERS-** Except for plantings approved by the Board of Managers, no Unit Owner shall move, remove, add or otherwise change the landscaping of the property in any way. No plants should be placed in the lawn areas. Potted plants, hanging plants, and flowers in the shrub beds should be placed around the unit in moderation. Plant containers should not be permanently attached to any part of the building, hung from the roof, brick or siding. Planters should be limited to 4 on the balcony or patio unless otherwise approved in writing by the Board.
16. **BIRDFEEDERS-** Only hummingbird feeders are allowed on Foxberry property. No feeding of the wildlife is allowed.
17. **NO EXTERIOR PAINTING OR STAINING BY UNIT OWNERS-** No Unit Owner shall paint or stain the exterior surfaces of the window, walls, or door openings out of such Unit Owner's Unit.
18. **PARKING OF VEHICLES-** No vehicles belonging to a Unit Owner or to a member of the family, guest, non-owner resident or employee of a Unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from a parking space by another vehicle. All vehicles must have license plates, current registration and inspection stickers. No unlicensed vehicles of any type shall be permitted on the property. All vehicles must be in good operating condition (no flat tires, broken glass, dripping oil or other fluids and any other defects the Board of Managers deems unacceptable). No parking allowed in front of the dumpsters. Vehicles' bumpers must not be parked over the sidewalks. There is no assigned parking including handicapped spaces.
19. **NO COMMERCIAL VEHICLES-** Only cars, vans and light trucks without commercial advertising are allowed to be parked overnight on the property. Unless used in connection with the maintenance of the Property, or unless garaged, no commercial vehicles shall be permitted on the property. Restricted vehicles:
 - a. Vehicles with writing on the side, ladder racks, snow plows, or other equipment.
 - b. Over length/width (those not fitting in standard parking spaces).
20. **LONG TERM PARKING-** Residents planning on parking their vehicle for more than 3 days should move their vehicle to the long-term parking area. You will need to contact the Property Manager or fill out Long Term Parking info on the Foxberry website giving the make, model, plate number of the vehicle and an emergency contact number for the person with a key to the vehicle. Long-term parking is located off the South Drive behind building 25.
21. **NO BOATS, CAMPERs, SNOWMOBILES, MINIBIKES OR GOLF CARTS-** No boats, campers, trailers, snowmobiles, golf carts, minibikes or similar vehicles shall be operated on or stored on any portion of the Property except with the written consent of the Board of Managers. Motorcycles must be walked onto and off of the property.

22. **OBEYING THE POSTED SPEED LIMITS-** Vehicles of Unit Owners, members of their families, their employees, guests, or lessees must obey all posted speed limit signs. If not obeyed, Unit Owners will be fined.
23. **NO EXTENSIVE OUTDOOR WORK ON MOTOR VEHICLES, BOATS OR MACHINES WITHOUT CONSENT OF THE BOARD OF MANAGERS-** No extensive work on any vehicles, boats or machines of any kind shall be permitted outdoors on the Property except with the consent of the Board of Managers.
24. **NO INSTALLATION OF CERTAIN APPLIANCES, WINDOWS OR DOORS WITHOUT CONSENT OF BOARD OF MANAGERS-** No condenser, air conditioning unit, furnace, window or door shall be installed or replaced in any unit without a properly completed architectural change form being approved in writing by the Board of Managers. No removal of walls or other unit structures without written permission from the Board of Managers.
25. **GARBAGE AND RECYCLABLES-** Garbage and recyclables shall be placed in dumpsters or containers provided for such purpose. Corrugated cardboard should be broken down before being placed in the proper container. Garbage and other refuse shall otherwise not be kept, stored or allowed to accumulate outdoors on any portion of the Property. This includes patios, shrub beds and the areas around the dumpsters. This also includes all common hallways and the laundry rooms in Foxberry I. Large garbage items (excluding electronics, computers, TVs, contractors' debris which are not allowed) shall be left next to the dumpsters in the North Drive only. For mattress/box spring disposal, contact the Property Manager to make arrangements.
26. **USE OF WATER CLOSETS AND OTHER WATER APPARATUS-** Water closets (toilets) shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary pads, **cleansing wipes** or any other article be thrown into the same. Any damage resulting from the misuse, negligent use or failure to repair any water closet or other water apparatus or appliance (sink, bath tub, shower, washing machine, etc.) in a unit shall be repaired and paid for by the owners of such unit, if it can be determined by the Board of Managers that such a Unit Owner caused the resulting damage or that the misuse, negligence or failure to repair which resulted in the damage initiated in such owner's unit. "Flushable wipes are not flushable and should be discarded in the dumpster, not the toilet.
27. **INSPECTION AND ENTRY RIGHTS OF THE BOARD OF MANAGERS AND IT'S AGENTS-** Any member of the Board of Managers, the Manager or any employee, contractor or agent of the Board of Managers or the Managing Agent shall, acting in conjunction with their duties as a member of the Board of Managers, manager or in the management of the property, as the case may be, have the right to enter into a unit for the purpose of:
 - a. ascertaining compliance of the Unit or Unit Owner with the Declaration, By-Laws or Rules and Regulations of the Condominium, or
 - b. ascertaining responsibility for damage caused to the unit, other units or the common elements, or
 - c. making a determination with respect to matters involving casualty or liability insurance on the Condominium Property, or
 - d. making repairs in accordance with the repair responsibilities imposed on the Board of Managers under the Declaration or to prevent damage to the unit or to other units or the common elements, or
 - e. entering any attic area of the building unless in the event of an emergency to prevent immediate danger to the unit, to other units or to the common elements, repair or restore an essential utility service to the unit, to other units or to the common elements, and such entry shall be on reasonable notice and at reasonable times.
28. **GARAGE DOORS MUST BE KEPT CLOSED-** Garage doors must be kept closed at all times except to permit entry or exit therefrom.
29. **PATIOS AND BALCONIES CANNOT BE USED FOR STORAGE-** Patios and balconies cannot be used for storage (e.g., no bicycles, boxes, lumber, gardening materials and tools, or supplies). The only

items permitted on patios and balconies are outdoor furniture and one electric grill. No umbrellas are allowed on balconies or patios. During the winter months, outdoor furniture (two chairs and a table), one electric grill and two planters are allowed. Patios and balconies cannot be used as transfer points for pick-up and deliveries (i.e., diapers, laundry, or daily package delivery). **No gas grills, charcoal grills, smokers or fire pits are allowed on the Property.**

30. **UNIT RENTAL- No additional units are allowed to be rented out at this time.** We have a rental cap of 7 rentals in Foxberry I and 5 rentals in Foxberry II. We are currently over the rental cap. A rental is a unit being occupied by someone who is not on the deed. Permission must be granted from the Board of Managers in order to be able to rent a Unit. Currently there is a waiting list to be granted permission. Any lease of a unit shall be for a term of not less than six (6) months. In addition, all leases shall be in such a format and on such a lease form as supplied or approved by the Board of Managers. Prior to commencement of the lease term, the Unit Owner shall provide the non-owner resident with copies of the Declaration, By-Laws and these Rules and Regulations. The Unit Owner shall give the Board of Managers written notice of any lease setting forth the names and addresses of all proposed unit occupants and the lease term. Such written notice must be sent to the management office within 30 days of the start of the lease.
31. **FLAGS AND WINDSOCKS-** The American flag is the only flag allowed to be displayed on the property. Suggested appropriate holidays are Memorial Day, Flag Day, July 4th, Labor Day and Veteran's Day. The flag cannot be permanently attached to any building or railing. No other flags or windsocks are allowed.
32. **FOXBERRY IS A FAMILY-FRIENDLY COMMUNITY.** Proper clothing is to be worn at all times outside of the condominium units including on patios and balconies and other common areas of the buildings and complex. No revealing clothing such as thong and speedo type bathing suits allowed.
33. **UPPER UNIT OWNERS** shall make every effort to clear excessive snow from their balconies.