

RULES AND REGULATIONS OF IG2 FOUNDATION



In order to provide for the proper and quiet use and enjoyment of a Residence and the IG2 Common Areas by its Owner, the IG2 Foundation has adopted these Rules and Regulations on February 22nd, 2020 that shall apply indistinctly to all Owners and their Permittees.

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1. **Architectural Committee:** means the committee formed by the Foundation to review and, if found to be in compliance with the then current CBRUP, authorize architectural, engineering and landscape modifications proposed by an Owner to his Residential Lot or Residence.
2. **Board:** means the board of directors of the Foundation;
3. **Builder:** means workers and contractors of the Developer, including their subcontractors and suppliers;
4. **Buildings:** means all Villas, Condominium Buildings and other structures and works erected on Villa Lots, Condominium Lots and the IG2 Common Areas;
5. **CBRUP:** means the Community Building Regulations and Usage Prescriptions imposed upon the Owners and the Foundation, in their collective interest, as such CBRUP will become binding pursuant to deeds of conveyance by the Developer or the Builder for and between the Owners and the Foundation and thereafter for and between the Foundation and any subsequent Owner, as adopted by the Developer and any amendments thereto that may be adopted by the Developer during the Development Period or the Foundation thereafter. The CBRUP do not form part of the Rules and Regulations;
6. **Condominium Building:** means a building constructed on a Condominium Lot housing two or more Condominium Units and its common areas;
7. **Condominium Lot:** means a portion of Indigo Green 2 recorded as a subdivided lot or lots by the Kadaster that is intended and designated by the Developer solely for multi-family residential use and that is owned by the homeowners association of the Condominium Building thereon;
8. **Condominium Unit:** means a single-family residential unit having a right of apartment as meant in article 5:106 paragraph 3 of the Civil Code of Sint Maarten;
9. **Constitution:** means the constitution of the Foundation, as amended from time to time;
10. **Developer:** means Indigo Green Development B.V. and its affiliates, successors and assigns;
11. **Development Period:** means the Development period as defined from time to time in the Constitution.
12. **Dwelling:** means one or more habitable rooms located within a Residence and forming a single habitable space with facilities used or usually intended to be used for living, sleeping, cooking, or eating for one single family;
13. **Foundation:** means the IG2 Foundation, as registered in Sint Maarten;
14. **General Bylaws:** means the bylaws relating generally to the conduct of the affairs of the Foundation, as adopted by the Developer Board pursuant to article 9 of the Constitution, as may be amended at a later date;

15. **IG2 Common Area:** means all immovable and movable properties (including improvements thereto and interest therein), to be owned or managed by the Foundation for the common use and enjoyment of all Owners in Indigo Green 2, as more clearly defined in the Constitution;
16. **IG2 Services:** means the technical systems managed and operated by the Foundation as described in article 24 of the Constitution, as may be amended from time to time;
17. **Indigo Green 2:** means the residential project being developed by the Developer on the Property;
18. **Limited Common Elements:** means the portion of any Villa or Villa Lot which is utilized or shared by more than one Villa for the benefit of more than one Owner, including but not limited to common walls, utility lines, common structural components such as retaining walls or supporting earth. However, the interior walls, floors, roofs, patios, and other portions of a Villa, including those that may extend to the edge of the Lot, shall be considered as being a part of the Villa and are not Limited Common Elements, unless they are structurally co-dependent or used in common by two or more Villas;
19. **Manager:** means the manager or management company referred to in article 22 of the Constitution;
20. **Nuisance:** means any activity i) taking place on a Residential Lot that is beyond the limit of tolerance Owners owe each other according to the nature or location of their Residence, ii) taking place on the IG2 Common Areas and that is in contravention of the Rules and Regulations and is not caused by the Foundation, its directors, officers, representatives, contractors or suppliers, or iii) that is beyond the limit of tolerance owed to Owners whose Residence is located near IG2 Common Areas. Nuisance also includes contraventions to local laws and regulations. Examples of Nuisances may be:
 - (i) any loud or disturbing noises;
 - (ii) any noxious or offensive activity; and
 - (iii) any emanation of unpleasant odors.
21. **Owners:** means the successors in title of the original Long Lease holder within Indigo Green 2, the partial Long Lease holders, and sub-long lease holders pertaining to the Residences of land in the Long Lease, respectively the owners of land, and Residences within Indigo Green 2. Owner(s) refers to a single owner, joint owners, and the owners' association owning the common areas of a Condominium Lot and Condominium Building, and entities such as partnerships, trusts, estates, corporate and other entities. Reference to an Owner in the singular shall include a reference to all the owners of the same Residence, whether persons or entities. Owners shall have the same meaning as "participants" under the law of Sint Maarten governing foundations.
22. **Permittee:** means any person or entity expressly or implicitly authorized by an Owner to be present on either or both his Residential Lot and Residence, the IG2 Common Areas, and includes without limitation his Authorized Representative, a spouse, members of his family, other occupants or users of his Residence, guests, visitors, servants, employees, representatives, contractors, subcontractors, lessees, tenants for life, beneficiaries of a trust, and any other person, entity or animal under his control and for whom he is responsible at law.
23. **Property:** means the parcels of long lease land in respect of which the Foundation has been recorded;
24. **Policies:** means the policy, guidance and interpretation documents that may be adopted and published from time to time by the Board, as more clearly described in Article 5 paragraph 3 of the IG2 Foundation General Bylaws.
25. **Residence:** means a Villa or a Condominium Unit;
26. **Residential Lot:** means a Villa Lot or a Condominium Lot;

27. **Rules and Regulations:** means the rules and regulations herein, as may be amended thereafter pursuant to the constitution, governing the use of the Property and the construction of any improvements and facilities, common or private, in order to protect the collective interests and for the collective benefit of the Owners;
28. **Villa:** means a single-family residence constructed upon a Villa Lot;
29. **Villa Lot:** means a portion of Indigo Green 2 recorded as one or more subdivided lots by the Kadaster, that is or are intended and designated by the Developer solely for the construction of one Villa;
30. **Other Definitions:** The other capitalized words and expressions used in the Rules and Regulations shall have the meanings set forth in the Constitution, unless provided herein to the contrary or unless the context dictates otherwise.

ARTICLE 2 – USE AND ENJOYMENT

1. Each Owner has the right to use and enjoy his property within the boundaries of Indigo Green 2 and the IG2 Common Areas, subject to the rights of other Owners and the Foundation, the limits and conditions for doing so determined by the Constitution, the Rules and Regulations, the CBRUP and other rules that may be adopted by the Foundation, and applicable law and regulation.
2. Neighbors shall suffer the normal nuisances that are not beyond the limit of tolerance they owe each other, according to the nature and location of their respective Residences and the upper scale residential destination or vocation of Indigo Green 2.
3. Each Owner has the right to use and enjoy the IG2 Common Areas except if such right has been suspended pursuant to the Constitution. However, the Owner shall retain access to his Residence in the event of any such suspension.

ARTICLE 3 – CBRUP RESTRICTIONS

1. **CBRUP** – The matters dealt with in this article are governed by the CBRUP and repeated herein for convenience. Amendments thereto are subject to the processes as set forth in the General Bylaws.
2. **No Architectural Committee Approval Required** – Provided they are built, installed and used in accordance with the Rules and Regulations, Policies and additional rules as may be adopted by the Foundation, the following items may be built or installed on a Residential Lot without prior approval by the Architectural Committee:
antennas; barbecue grills and smokers; gas tanks; exterior signage; garbage receptacles; hanging items on balconies; outdoor lighting; outdoor speakers; satellite dishes; statues; swings and swing sets; umbrellas and parasols; and window treatments visible from the exterior.
3. **Architectural Committee Approval Required** – In cases where i) an Owner wishes to build, install or use any of the items listed in the preceding paragraph in a manner other than in accordance with the Rules and Regulations, Policies and additional rules as may be adopted by the Foundation, or ii) it concerns the following items, these items may not be built, installed or used on a Residential Lot without prior written approval by the Architectural Committee:
awnings; balcony or terrace enclosures; boulders; car awnings or car fabric shades; exterior additions and modifications; exterior storage or sheds; fencing; fountains; gazebos; generators; hot tubs; fire pits; owner-provided plant materials; planters; potting areas; pavers; shutters and roll-down curtains (hurricane or other); and objects which could negatively impact the structural integrity of a Building.

The Architectural Committee may be contacted by addressing a written request to the President of the Board.

4. **Exception** – Except as may be built, installed or used by the Foundation on the IG2 Common Areas or part of the Property over which an easement has been granted pursuant to the Constitution, the following items may not be built, installed or used on a Residential Lot:
clothes lines or other permanent methods of hanging clothes and linen outdoors; clothes washers and dryers outdoors; screened enclosures, and flag poles.

ARTICLE 4 – RESIDENCE RESTRICTIONS

1. **No Nuisance** – No Owner or Permittee shall cause any Nuisance in a Residence, on a Residential Lot or upon the IG2 Common Areas.
2. **Storage In General** – The personal property of an Owner and his Permittee must be stored in the Owner's Residence or in outdoor storage and sheds that are approved in advance by the Architectural Committee.
3. **Outdoors** – No articles other than patio-type furniture, decorations, pots for plants and amenities such as barbeques grills shall be placed on the balconies, patios or other outdoor areas of a Residence.
4. **Dog Houses** – No doghouses shall be installed or built.
5. **Hanging Clothes** – No linens, cloths, clothing, bathing suits or swimwear, laundry or other articles of any kind shall be hung from any of the windows, doors, balconies, terraces or other portions of a Residence or on adjacent IG2 Common Areas for more than 12 consecutive hours.
6. **Waste on Common Areas** – No waste, dirt or other substance shall be permitted to fall, be swept from a Residence, or placed onto a neighboring Residence and the IG2 Common Areas.
7. **Garbage** – No garbage, refuse, trash or rubbish shall be deposited except as designated by the Foundation or the company or agency providing trash removal services for the proper disposal or collection of such waste and any rules pertaining thereto shall be complied with.
8. **Garbage Bins** – All bins allowed for the storage and disposal of garbage, refuse, trash, waste or rubbish shall be kept in a clean and sanitary condition.
9. **Alarms** – Alarm systems with exterior horns and sirens shall be allowed so long as false alarms or system testing are kept to a minimum.
10. **Signs** – No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of a Residential Lot and a Residence, except in compliance with the CBRUP and the Rules and Regulations.
11. **Awnings** – No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of a Residence, except in compliance with the CBRUP and with the prior approval of the Architectural Committee.
12. **Hazardous Materials** – No explosive fluids and hazardous chemicals or substances shall be kept in any Residence and upon a Residential Lot, with the exception of:
 - a. Regular gasoline canisters for normal domestic use containing no more than fifty (50) liters of fuel;
 - b. Liquid gas containers used for cooking not to exceed five hundred pounds or 100 gallons,
 - c. Paint, turpentine, thinner used in the normal maintenance of the Residence, or
 - d. Any other substance with the prior written approval of the Board.
13. **No Display** – Nothing shall be affixed, attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of a Residence, except:

- a. Alarm warning decals or placards no larger than 30 centimeters (0.30m) by 30 centimeters (0,30m);
 - b. Signage as specifically provided herein;
 - c. Storm shutters as approved in advance by the Architectural Committee; and
 - d. Temporary holiday decorations, provided such are removed within 15 days of the end of such holiday.
14. **No Reflections** – No aluminum foil, window tinting film or other reflective material or surface covering shall be placed on windows and exterior glass doors of a Residence, except with the prior written approval of the Architectural Committee.
15. **Unsightly Materials** – No unsightly materials, as determined by the Board, may be placed on a window or exterior glass door or be visible from outside the Residence upon which it is placed.
16. **Air Conditioning** – No window or in-wall air-conditioning unit may be installed that is visible from outside the Residence, except with the prior written approval of the Architectural Committee.
17. **Roof** – Other than those of the Villas located uphill of Green Way Drive, no rooftops are to be used for personal use. No construction shall be made on such roofs and no equipment shall be installed there other than the installation of i) solar panel systems, ii) air conditioning compressors, or other equipment and installations made by the Developer or approved by the Architectural Committee. Roofs of the Villas located uphill of Green Way Drive may be used for terraces or additions subject to the prior approval of the Architectural Committee or as built under the direction of the Developer.
18. **Business Use** – Except for the Developer during the Development Period, no profession or business may be conducted in or from any Residence or Residential Lot or the IG2 Common Area, except that an Owner or Permittee may practice a profession or conduct business provided it:
- a. Is practiced or carried on inside the Residence;
 - b. Does not involve the visitation of clients, prospects, vendors or the public at large at such Residence;
 - c. Does not involve the delivery of merchandise;
 - d. Does not involve the use of the IG2 Common Areas;
 - e. Is not apparent or detectable by sight, sound or smell from outside the Residence,
 - f. Conforms to all zoning requirements and other applicable governmental regulations;
 - g. Does not involve door-to-door solicitation of residents within Indigo Green 2; and
 - h. Is consistent with the residential character of the Property and does not constitute a Nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Indigo Green 2, as may be determined in the sole discretion of the Board. The terms "business" and "profession" as used in this paragraph shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services.

ARTICLE 5 – PETS

- 1. Allowed household pets shall include dogs, cats, domestic birds, hamsters and fishes. No other animals shall be allowed to be kept on the Premises.
- 2. No animals shall be raised, bred or kept on a Residential Lot, except household pets, subject to the following:
 - a. They are not kept, bred or maintained for any commercial purpose;
 - b. They do not become a Nuisance;

- c. Their owners or guardians immediately remove their excretions from the Residential Lots and the IG2 Common Areas;
- d. No more than a combined total of five dogs, cats and domestic birds may be kept within any one Residence; and
- e. Dogs and cats shall not be permitted outside the Owner's Villa Lot or Condominium Unit unless attended by a person above the age of nine and on a leash. Should an Owner let his dog roam freely on his Villa Lot but outside his Villa, the Owner shall insure that the area where the dog is allowed out is sufficiently secured to prevent the dog from leaving the Villa Lot. Dogs shall only be walked or taken upon those portions of the IG2 Common Areas designated by the Foundation from time to time for such purposes.

ARTICLE 6 – VEHICLES

1. **Parking** – Parking spaces may be provided on the Property for temporary use by Permittees. Such parking spaces may not be used as an additional parking space by an Owner and his Permittees. Vehicles may not be parked in such spaces for more than 24 hours and more than three times per week. Any vehicle parked in violation of this rule may be towed away at the Owner's cost.
2. **Prohibited Vehicles** – No trucks with more than four wheels of any kind, commercial vehicles, campers, mobile homes, motor homes, house trailers, boat trailers and trailers of every other description, other recreational vehicles and boats (collectively the "**Prohibited Vehicles**") shall be permitted to be parked or stored at any visible place on any Villa Lot, Condominium Lot or elsewhere on the Property, except in an Owner's garage or in areas specifically designated for such use by the Board. The following exemptions will apply to these restrictions:
 - a. The temporary parking in an Owner's parking space of boats, trailers, watercraft, or other recreational equipment is allowed for no more than 24 hours in any given week;
 - b. The temporary parking of trucks and commercial vehicles used for pick-up and delivery and other commercial and construction services;
 - c. Mini-vans, buses carrying no more than 8 people including its driver, pick-up trucks or sports utility vehicles;
 - d. Any vehicles of the Developer and the Builder.
3. **Vehicles** – Vehicles other than Prohibited Vehicles, motorcycles, scooters and bicycles may be parked or stored upon a Residential Lot provided that they are parked in the Residence's driveway or garage.
4. **Violation** – Any vehicle parked or stored in violation of these or other restrictions may be towed by the Board at the sole expense of its owner and the Foundation shall not be liable for trespass or otherwise by reason of such towing and shall not be responsible for damage to the towed vehicle.
5. **Repairs** – No vehicles shall be repaired on a Residential Lot or within the IG2 Common Areas, except on an emergency basis. The foregoing notwithstanding, minor maintenance and repairs may be performed i) in an Owner's garage, or ii) on an Owner's driveway, provided such maintenance or repair is completed within 24 hours.
6. **Propulsion** – No vehicle shall be left within the Property for more than one business day if not capable of self-propulsion, or if without current registration tags and valid license plates.
7. **Mufflers** – All vehicles, including motorcycles, shall be equipped with effective sound muffling devices.

ARTICLE 7 – SIGNAGE

1. **Entrance** – The entrance of a Villa Lot, Condominium Lot and Condominium Unit shall be provided with a house number sign with a height between ten and twenty centimeters (0.10 and 0.20 m) and a width of no more than thirty centimeters (0.30 m). In addition to or in combination with the house number sign, a sign with the name of the occupant or the name of the Residence may be mounted on or integrated in the entrance structure, which sign shall have the same maximum height and width as the house number sign. No more than one (1) postal box of a normal size may be mounted directly near or on the entrance gate structure or integrated therein.
2. **Other Signage** – No other signage shall be placed on a Villa Lot or Condominium Lot, with the exception of:
 - a. Temporary construction and directional signs during construction activities;
 - b. Not more than one (1) real estate sale or lease sign per Villa Lot or Condominium Unit, with a maximum size as approved in advance by the Architectural Committee;
 - c. A sign identifying the Condominium Building placed upon the Condominium Building or the Condominium Lot, as approved in advance by the Architectural Committee.
3. **Developer Signage** – Sales and marketing signage of a design and size at the discretion of the Developer shall be allowed to be placed within the Property by the Developer during the Development Period.

ARTICLE 8 – RENTING

1. **Renting and Use** – The following provisions shall apply to any Owner who chooses to rent or grant access to or the right to use his Residence to a Permittee.
 - a. **Short Term Stays** – An Owner may rent or grant the right to use his Residence to a Permittee with or without a written agreement for periods of no more than four (4) consecutive weeks.
 - b. **Extended Stays** – For periods exceeding four (4) consecutive weeks, the following shall apply:
 - I. **Lease Agreement** – An Owner may only rent or grant the right to use his Residence to a Permittee by means of an agreement entered into in writing, a copy of which the Owner shall provide to the Foundation upon signing.
 - II. **Lease Provisions** – The Owner shall include in such agreement any provisions that may be mandated by the Board.
 - III. **Pre-Requisites** – Prior to the occupancy date of the Residence by the Permittee, the Owner shall do the following:
 - i) **Permittee Notification** – The Owner shall provide the Permittee with a current copy of the Rules and Regulations;
 - ii) **Permittee Acknowledgement Receipt** – The Owner shall provide the Foundation with a copy of a receipt letter signed by the Permittee whereby the Permittee acknowledges i) that he has received a copy of the Rules and Regulations, ii) that he has read them and understands them and iii) that he agrees abide by them and will ensure that his co-Permittees also abide by them;
 - iii) **Advance Notice** – The Owner shall give written advance notice to the Board of:
 - 1) The identity of his Permittees to whom he wishes to rent or otherwise grant access to and use of his Residence, including the names of all individuals that will be staying in the Residence; and
 - 2) The duration of the Permittees' stay.
 - iv) **Contact Person** – The Owner shall also designate one of these Permittees to act as

contact person between the Board and these Permittees during their stay and provide the Foundation with the appropriate contact information of such Permittee.

- IV. Security Deposit** – An Owner shall, prior to his approved Permittees taking possession of his Residence, deposit with the Board the sum of US \$500.00 as security that the Board may use to pay for the repair of any damage that may be caused to the IG2 Common Areas and other property of the Foundation by the acts, omissions and negligence of any of these Permittees. The Board shall, within 90 days after the end of the stay of these Permittees, refund the balance of the deposit to the Owner, minus the cost incurred by the Foundation in repairing any such damage and an administrative charge of US \$50.00. The Owner shall pay to the Foundation upon request the amount by which the sum of the value of the damage and the charge exceeds the amount of the deposit.
2. **Multiple Occupants** – An Owner may rent or grant the right to use his Residence only as a whole and may not rent separate portions of the Residence to different Permittees, such as a “Bed and Breakfast”.
3. **Enforcement** – As provided for in the Constitution, the Board has the right to initiate legal proceedings to enforce the Constitution, the Rules and Regulations and the CBRUP, and to seek the eviction of persons from a Residence in case of serious violations of the Constitution, the Rules and Regulations and the CBRUP, as provided for in the General Bylaws of the Foundation.

ARTICLE 9 – CONSTRUCTION AND RENOVATIONS

1. **Construction** – Except as provided in article 2 paragraph 2 hereof, any construction to be conducted within a Residence or upon a Residential Lot after the delivery of a Residence by the Developer to its first Owner is subject to prior Foundation and governmental approvals and the following conditions:
- a. All building materials, parts and equipment which may be present on a Residential Lot during any construction shall be kept secured so that they cannot become flying objects during storms.
 - b. All construction, excavation and soil supplementation zones on a Residential Lot shall be drained by temporary ditches during construction to prevent erosion.
 - c. Any exposed soil resulting from the construction, excavation or soil supplementation on a Residential Lot shall be seeded or planted with grass, plants and trees prior to the completion of such work to stabilize the soil as soon as possible.
 - d. Construction of any permitted improvements on a Residential lot or upon a Residence shall be kept in a clean, neat and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the Residential Lot.
 - e. No “starter bars” - i.e. steel concrete reinforcement bars – in support of potential future expansion shall be left exposed after the construction is completed.
 - f. All construction shall be diligently pursued and completed so that improvements shall not remain in a partly finished condition for any period of time longer than that which is absolutely required.
2. **Temporary Structure** – No structure of a temporary character, including portable buildings, temporary or accessory buildings, trailers, tents, mobile homes or recreational vehicles, shall be permitted on the Property at any time or used at any time as a residence, either temporarily or permanently, except i) with the prior written approval of the Architectural Committee or ii) those of the Developer during the Development Period.
3. **Fixed Recreational Equipment** – No swing sets, basketball, backboard nor any other fixed game play or structure, platform, play house or structure of a similar kind or nature shall be constructed on a Residential Lot unless approved in advance by the Architectural Committee.

4. **Satellite Dishes** – Satellite dishes, television and radio aerials or antennas shall only be installed upon areas or locations designated by the Architectural Committee. Satellite dishes shall have a maximum diameter of sixty centimeters (60 cm). No more than two receiving devices per Residence shall be allowed without the prior approval of the Architectural Committee.
5. **Garden Lighting** – Garden lighting shall not be placed beyond a Villa Lot without the prior approval of the Architectural Committee. Garden lighting shall have a maximum height of one meter (1.00 m) above ground level and shall not result in excessive glare toward the IG2 Common Areas or adjacent Residences.
6. **Lighting Intensity and Color Temperature** – Exterior lighting shall be of the light level and light color temperature defined by the Architectural Committee and the source of light (the light bulb) shall be fully shielded and directed downward and/or upward. This provision does not apply to passive security lighting, provided such lighting is connected to a timed motion detector, or to lighting produced by an activated alarm system.
7. **Fencing** – All fencing and walls are subject to the restrictions set out in the CBRUP and to the prior approval of the Architectural Committee.

ARTICLE 10 – IG2 COMMON AREAS RESTRICTIONS

1. **Nuisance** – No Owner or Permittee shall cause any Nuisance upon the IG2 Common Areas.
2. **Garbage** – No garbage, refuse, trash or rubbish shall be deposited upon the IG2 Common Areas except in designated containers provided by the Foundation or the waste removal company hired by the Foundation.
3. **Sign** – No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the IG2 Common Areas, except in compliance with the CBRUP and the Rules and Regulations.
4. **Hazardous Materials** – No explosive fluids and hazardous chemicals or substances shall be brought upon any IG2 Common Areas, except with the prior written approval of the Board.
5. **Common swimming pools**
 - a. There shall be no lifeguard on duty to monitor the common swimming pools and whirlpools. Accordingly, any child under the age of 12 (and any child above the age of 12 years who does not know how to swim) shall at all times be accompanied by a person above the age of 18 who knows how to swim;
 - b. Kick boards, flotation devices and rafts may be used when 5 or fewer people are using a pool;
 - c. Users must first take a shower before entering a pool;
 - d. Users must wear a bathing suit and, in the case of an infant or a child that is not potty-trained, a waterproof brief over his diaper;
 - e. Users must place a towel on the chairs before using them;
 - f. Users are prohibited from:
 - I. Entering a pool fully dressed;
 - II. Entering a pool if they have skin sores;
 - III. Spitting, releasing themselves or blowing their noses in a pool;
 - IV. Using detergents, soap or any other product in a pool;
 - V. Shouting, creating a racket or other Nuisance in the pool areas;
 - VI. Jumping or diving into pools (pools being of minimal depth) not only for their safety, but also out of consideration for the other users and to avoid splashing walls and windows; this prohibition also applies to children;

- VII. Using the rescue equipment without valid reason;
- VIII. Bringing any item made of glass into the pool areas; and
- IX. Allowing animals in pools and pool areas.

ARTICLE 11 – SECURITY

1. **Surveillance Cameras** – The Developer during the Development Period, and the Board, shall have the right to use surveillance cameras located on the IG2 Common Areas to monitor the application of the Rules and Regulations for the general benefit, safety, security and protection of the Owners and property.
2. **Privacy** – The use of cameras shall not be deemed a violation of an Owner's right to privacy or to the quiet use and enjoyment of the IG2 Common Areas and his Residence in the case where his Residence is visible by the cameras.
3. **Security Guards** – The Board may hire security agents to monitor the application of the Rules and Regulations, as well as to enforce the private character of the IG2 Common Areas and the security thereof, including the rules that limit access and the number of Permittees of an Owner using the IG2 Common Areas at any one time.

ARTICLE 12 – INSURANCE

1. **Civil Liability** – An Owner shall at his cost take out and maintain in force at all times civil liability insurance policies with reputable insurance companies authorized to carry on business in Sint Maarten, with limits and deductibles to be determined at the sole and reasonable discretion of the Board. Such policies shall provide for a waiver of subrogation in favor of the Foundation and a 60-day advance notice of cancellation or non-renewal of the policy.
2. **Property Damage** – An Owner shall at his cost take out and maintain in force at all times property damage insurance in Sint Maarten for risks normally insured against, with limits and deductibles as reasonably determined by the Board. Owners of condominiums are also subject to the insurance requirements provided for in the deed of division applicable to their condominiums.
3. **Certificates** – The Owner shall provide the Board with certificates of insurance evidencing such coverages within one (1) week after taking delivery of his Residence from the Builder or otherwise acquiring title thereto.
4. **Construction** – Prior to the commencement and for the duration of any construction on a Residential Lot by an Owner, the Owner shall take out at his cost liability and construction all-risk (CAR) insurance policies with reputable insurance companies authorized to carry on business in Sint Maarten, with limits and deductibles to be determined at the sole and reasonable discretion of the Board. Such policies shall provide for a waiver of subrogation in favor of the Foundation and a 60-day advance notice of cancellation or non-renewal of the policy. The Owner shall also provide the Board with a certificate of insurance evidencing such coverage prior to commencing construction.
5. **Use** – No Residence and Residential Lot shall be occupied or used by anyone in a manner that might have the effect of cancelling any of the insurance policies of the Foundation or of other Residences or of increasing the premiums of any of these policies, or of increasing the deductible over and above the regular deductibles then in effect in the insurance industry.

ARTICLE 13 – MAINTENANCE AND ACCESS

1. **Notification** – Prior to maintaining, repairing and replacing equipment of an Owner servicing his Residence, if such work requires access to, or work to be performed from an immediately neighboring

property, the Owner shall give reasonable advance notice to the adjoining Owner, and to the Board when the work may affect in any manner and extent or require access to the IG2 Common Areas, of:

- a. The nature of the work intended to be performed;
 - b. Where such work is intended to be performed;
 - c. Where access is needed on the adjoining property; and
 - d. When such work is reasonably expected to require use of or passage over the IG2 Common Areas and the adjoining property.
2. **Nature of Work** – The work covered by this article shall include work on air-conditioners, pool and cistern equipment, meters and other equipment or utilities servicing such equipment or the Residence, and for the purposes of maintaining, painting, repairing and replacing the roof, roof overhang, exterior walls, party walls, and any Limited Common Element.
 3. **Coordination** – The Owner shall ensure the timely and proper coordination of such work with all parties involved.
 4. **Inconveniences** – The Owner shall also use his best efforts to minimize the inconveniences and damage caused by such work to adjoining Owners and the IG2 Common Areas and promptly repair any such damage and remove all refuse from his Residential Lot, the adjoining Residential Lot and the IG2 Common Areas, at his cost.
 5. **Foundation Access** – To the extent that the Foundation needs to access a Residential Lot to maintain, repair or enhance the IG2 Services, the Board shall follow the notice provisions set forth in this article except for the following:
 - a. General landscaping and grounds maintenance;
 - b. Trash pickup and disposal; and
 - c. Security patrols approved by the Board.
 6. **No Interference** – In accordance with article 24 paragraph 10 of the Constitution, no Owner may interfere with the carrying out, even inside his Residence, of urgent work, or of work required for the conservation of the IG2 Common Areas as may be provided in the Rules and Regulations or as decided by the Board.
 7. **Emergency Access** – If, in the event of imminent danger to life or property, it becomes necessary to immediately access a Residence, an Owner or the Foundation shall have the right to access such Residence without prior notice. In such event, the person accessing the Residence shall promptly notify the Manager and the Owner (if possible) of the need to access the Residence and provide a detailed explanation of the need for such access.
 8. **Lights on Buildings:** – For the purposes of maintaining community esthetics and security, the exterior, decorative light fixtures on Villas and Condominium Buildings that were installed by the Developer to provide general lighting shall be maintained, repaired and replaced as needed by the Foundation. This provision shall exclude i) any motion-detector lights on the side or rear of a Villa, ii) the solar lights installed in exterior staircases, iii) for the Villas built on the uphill side of Green Way Drive, the lights installed on their roof terraces and those installed on the hill side of the Villas. To enable such maintenance, repair and replacement, Owners must provide the Foundation with unfettered access to the balconies and terraces of their Residences during regular business hours.
 9. **Keys** – All Owners shall provide the Board with a contact person in Sint Maarten, who may be the Manager, who has access (with all necessary keys and alarm codes) to their Residences and can provide such access as may be required by the Constitution or the Rules and Regulations in the Owner's absence from the Property.

ARTICLE 14 – MISCELLANEOUS USE RESTRICTIONS

1. **Division** – No Residence may be divided or modified in any way so that such Residence may be used as or converted into more than one (1) Dwelling.
2. **Garage** – A garage or any part thereof shall only be used for the parking of vehicles or as storage area and may not be converted into a Dwelling or part of a Dwelling.
3. **Carport** – A carport or any part thereof shall only be used for the parking of vehicles and may not be enclosed or converted into a Dwelling, part of a Dwelling, or a storage area.
4. **Time-Sharing** – As provided for in the Constitution, an Owner shall not sell or otherwise transfer or convey title to his Residence to third parties such that these parties shall have periodic and successive rights of enjoyment of the Residence, currently known as time-sharing.

ARTICLE 15 – VIOLATIONS

All violations of and complaints for non-compliance with the provisions hereof by any person to whom such provisions apply shall be handled as set forth in the General Bylaws of the Foundation.

ARTICLE 16 – AMOUNTS OWED THE FOUNDATION AND NONPAYMENT

1. **Late Payments** – Any non-recurring contributions, dues, special assessments, damages, interest and Surcharges that may become payable to the Foundation by an Owner shall become due and payable at the time they are assessed and shall be considered past due 7 calendar days after such date.
2. **Late Fee** – If any payment remains unpaid for more than 21 days:
 - a. An administration fee equal to the greater of i) USD \$50 for each payment, or ii) 10% of the amount due, shall be added to the sum in arrears; and
 - b. The Board may apply any refunds due to the Owner to such arrears.
3. **Collection** – If any payment remains unpaid for more than 21 days, the Board may seek legal advice and pursue any means to recover the arrears. The Owner shall be responsible to the Foundation for all costs, legal, administrative or other which are incurred by the Foundation in its attempts to collect the arrears. Until all or a portion of such arrears are paid to the Foundation by the delinquent Owner, all such expenses shall be for the account of all Owners.
4. **Interest** – In addition, interest on any sum due to the Foundation by an Owner shall accrue at the rate of 15% per annum from the date such sum is due until payment is received. The Foundation may, but is not required to, accept partial payment of any past due sum owed and if accepted shall not abate the remaining balance with interest thereon or waive any rights of collection the Foundation may have.
5. **Suspension** – If any sum remains unpaid by an Owner for more than three months:
 - a. The rights of the defaulting Owner under the terms of the Constitution, inclusive of but not limited to i) the right to vote or approve and ii) the right to use the IG2 Common Areas, may be suspended, until all monies due the Foundation have been paid in full.
 - b. Notwithstanding the foregoing, the Owner shall retain the right to access his Residence.

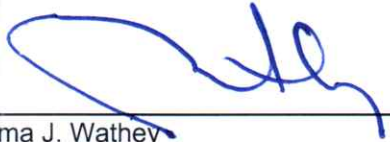
ARTICLE 17 – AMENDMENTS AND EXEMPTIONS

1. **Amendment** – The Foundation may amend the Rules and Regulations as set forth in the General Bylaws of the Foundation.

2. **Exemptions** – The Board may grant temporary exemptions from the Rules and Regulations for a specific purpose and for a specific time period which the Board determines do not conflict with the spirit or overall intent of the Rules and Regulations, the CBRUP or the Constitution.

Approved:


Rene H. Lepine


Norma J. Wathey

Original signed copy on file

RULES AND REGULATIONS OF IG2 FOUNDATION

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