

RULES AND REGULATIONS OF GREEN WAY CONDOMINIUM ASSOCIATION



In order to provide for the proper and quiet use and enjoyment of a Residence and the Common Portions by its Owner, the Green Way Condominium Association has adopted these Rules and Regulations on March 28, 2020, that shall apply indistinctly to all Owners and their Permittees.

Owners are reminded of that as owners in the Association they are also participants in the Foundation. As such, they are also obligated to abide by the Foundation's own Rules and Regulations, which for the sake of avoiding duplication and confusion, are not necessarily repeated or included herein. Owners are strongly advised to familiarize themselves with the Foundation's Rules and Regulations.

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 Residence.
2. **Association:** means the Green Way Condominium Association.
3. **Balconies:** means a type of Restricted Common Element as further defined in the Deed;
4. **Board:** means the board of directors of the Association;
5. **Builder:** means workers and contractors of the Developer, including their subcontractors and suppliers, when working for the Developer;
6. **Buildings:** means all Condominium Buildings and other structures and works erected on Condominium Lots and the Common Portions;
7. **CBRUP:** means the “**Community Building Regulations and Usage Prescriptions for the IG2 Foundation**”, included in the “**IG2 Foundation Declaration of IG2 CBRUP**”, executed on February twenty-fifth, two thousand and twenty, before a civil law notary, a true copy of which deed of Declaration has been inscribed in Public Registers on February twenty-sixth, two thousand and twenty in Register C volume 339 under number 3. Such document and its amendments include, other provisions, restrictions and/or rules are binding to all Members of the Association;
8. **Common Elements:** means those elements and areas of the Property and structures and property incorporated into, physically attached or joined to the buildings that ensure their utility, as well as the grounds belonging thereto, the Restricted Common Elements, and those elements, areas, structures and property that, as appears from this Deed, are not intended to constitute Common Objects or form part of a Right of Apartment;
9. **Common Objects:** means all objects (moveable property) meant to be used by or for the benefit of the joint Owners as such and the Association that, as appears from this Deed, are not intended to constitute Common Elements or form part of a Right of Apartment;
10. **Common Portion:** means the Common Elements and the Common Objects;
11. **Condominium Buildings:** means the buildings to which the division effected through the Deed applies;
12. **Condominium Lot:** means the parcel of land to which the Deed applies;
13. **Condominium Unit:** means a Right of Apartment created by the division effected through the Deed, intended for residential purposes only;

14. **Common Portions:** means the Common Elements and the Common Objects as both are further defined in the Deed;
15. **Constitution:** means the constitution of the Foundation, as amended from time to time;
16. **Deed:** the deed of division pursuant to which the Association was established;
17. **Developer:** means Indigo Green Development B.V. and its affiliates, successors and assigns;
18. **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;
19. **Exterior Parking Space:** means a Restricted Common Elements allocated by the Board for the purposes of parking vehicles as further defined in the Deed;
20. **Foundation:** means the IG2 Foundation, as registered in Sint Maarten;
21. **Garage Unit:** means Garage Unit as defined in the Deed;
22. **Garden Areas:** means a type of Restricted Common Element as further defined in the Deed;
23. **Indigo Green 2:** means the residential project being developed by the Developer on the Property;
24. **Nuisance:** means any activity i) taking place on a Condominium Lot or Condominium Unit 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 Common Portions and that is in contravention of these Rules and Regulations and is not caused by the Association, its directors, officers, representatives, contractors or suppliers, or iii) that is beyond the limit of tolerance owed to Owners whose Residence is located near Common Portions. 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.
25. **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 Elements, 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;
26. **Permittee:** means any person or entity expressly or implicitly authorized by an Owner to be present on either or both his Residence, the Common Elements, 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;
27. **Property:** means the parcels of long lease land in respect of which the Deed has been recorded;
28. **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§3 of the General Bylaws of the Association;
29. **Residence:** for the purpose of these Rules and Regulations only, means a Condominium Unit together with all its Restricted Common Elements which include its Balcony, Garden Area and Parking Spaces;
30. **Storage Unit:** means Storage Unit as defined in the Deed;

31. **Other Definitions:** The other capitalized words and expressions used in these Rules and Regulations shall have the meanings set forth in the Deed or 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 Common Portions, subject to the rights of other Owners and the Association, the limits and conditions for doing so determined by the Constitution, the Deed, these Rules and Regulations, the CBRUP and other rules that may be adopted by the Association, 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.

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 Association, the following items may be built or installed on a Residence without prior approval by the Architectural Committee:
antennas; satellite dishes; barbecue grills and smokers; gas tanks; hanging items on balconies; 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 Association, or ii) it concerns the following items, these items may not be built, installed or used on a Residence without prior written approval by the Architectural Committee:
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; outdoor lighting; outdoor speakers; 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.
4. **Exception** – Except as may be built, installed or used by the Association on the Common Portions 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 Common Portions.
2. **Storage In General** – The personal property of an Owner and his Permittee must be stored in the Owner's Residence, Storage Unit or Garage Unit.

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 and Garden Areas of a Residence.
4. **Dog Houses** – No doghouses shall be installed.
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 for more than 12 consecutive hours or on Common Portions.
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 Common Portions.
7. **Garbage** – No garbage, refuse, trash or rubbish shall be deposited except as designated by the Association 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, Storage Unit or Garage Unit, 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. **Unightly Materials** – No unsightly materials may be placed on a window or exterior glass door or be visible from outside the Residence upon which it is placed, as determined by the Board.
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** – 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.

18. **Business Use** – Except for the Developer during the Development Period, no profession or business may be conducted in or from any Residence or the Common Portions, except that an Owner or Permittee may practice a profession or conduct business provided it:
- a. Is practiced or carried on inside or on 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 Common Portions;
 - 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. Household pets shall mean dogs, cats, domestic birds, hamsters and fishes. No other animals shall be allowed to be kept in a Condominium Unit, Condominium Building or Restricted Common Elements.
2. No animals shall be raised, bred or kept in a Condominium Unit, Condominium Building or Restricted Common Elements, 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 Condominium Unit, Condominium Building or Restricted Common Elements and the Common Portions;
 - 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 Condominium Unit unless attended by a person above the age of nine and on a leash. Dogs and cats shall only be walked or taken upon those portions of the Common Portions designated by the Association from time to time for such purposes.

ARTICLE 6 – VEHICLES

1. **Guest Parking** – Guest parking spaces may be provided on the Property for temporary use by Permittees. Such guest 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 Condominium Lot or elsewhere on the Property, except 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. **Motorcycles** – Motorcycles, scooters and bicycles may be parked i) temporarily on a guest parking space, ii) an Exterior Parking Space, or iii) stored in a Garage Unit or in a Storage Unit.
 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 Association 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 the Property, except on an emergency basis. The foregoing notwithstanding, minor maintenance and repairs may be performed i) on an Owner's Exterior Parking Space, provided such maintenance or repair is completed within 24 hours, or ii) in an Owner's Garage Unit or Storage Unit.
 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** – A sign with the name of the occupant or the name of the Condominium Unit may be mounted on or integrated in the entrance structure, which sign shall have a height of no less than ten centimeters (0.10 m) and no more than twenty (20) centimeters and a width of no more than thirty centimeters (0.30 m).
2. **Other Signage** – No other signage shall be placed on a Condominium Lot, Condominium Building or Condominium Unit, 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 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 Association 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 Association 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 Association 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 Common Portions and other property of the Association 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 Association in repairing any such damage and an administrative charge of US \$50.00. The Owner shall pay to the Association 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”. Notwithstanding the preceding, an Owner may rent his Storage Unit or Garage Unit to any other Owner of the IG2 Foundation, or a participant of the Indigo Green Foundation.
- 3. **Enforcement** – As provided for in the Constitution and the General Bylaws, the Board has the right to initiate legal proceedings to enforce the Constitution, these Rules and Regulations and the CBRUP, and to seek the eviction of persons from a Residence, Storage Unit or Garage Unit, in case of serious violations of the Constitution, these Rules and Regulations and the CBRUP.

ARTICLE 9 – CONSTRUCTION AND RENOVATIONS

1. **Construction** – Any construction to be conducted within a Condominium Lot, Condominium Building, Condominium Unit, Storage Unit, Garage Unit or Restricted Common Elements, other than construction by the Developer, is subject to prior Association and governmental approvals and the following conditions:
 - a. Article 3 of these Rules and Regulations.
 - b. All building materials, parts and equipment which may be present thereon during any construction shall be kept secured so that they cannot become flying objects during storms.
 - c. Construction of any permitted improvements 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 therefrom or remedied, as appropriate.
 - d. 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, playhouse or structure of a similar kind or nature shall be constructed unless approved in advance by the Architectural Committee.
4. **Satellite Dishes** – Notwithstanding article 3§2 of these Rules and Regulations, 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 added anywhere on the Property 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 Common Portions 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 – COMMON PORTIONS RESTRICTIONS

1. **Nuisance** – No Owner or Permittee shall cause any Nuisance upon the Common Portions.
2. **Garbage** – No garbage, refuse, trash or rubbish shall be deposited upon the Common Portions except in designated containers provided by the Association or the waste removal company hired by the Association.

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 Common Portions, 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 Common Portions, except with the prior written approval of the Board.

ARTICLE 11 – SECURITY

1. **Surveillance Cameras** – The Board shall have the right, during and after the Development Period, to install and use surveillance cameras on the Common Portions to monitor the application of these 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 Common Portions 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 these Rules and Regulations, as well as to enforce the private character of the Common Portions and the security thereof, including the rules that limit access and the number of Permittees of an Owner using the Common Portions 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 insurance 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 the Association 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 are also subject to the insurance requirements provided for in the Deed.
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 Residence 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 insurance 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 the Association 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 shall be occupied or used by anyone in a manner that might have the effect of cancelling any of the insurance policies of the Association 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 Common Portions, 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 Common Portions 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 Restricted 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 Common Portions and promptly repair any such damage and remove all refuse from his Residence, the adjoining Residence and the Common Portions, at his cost.
5. **Association Access** – To the extent that the Association needs to access a Condominium Unit to maintain or repair the Condominium Building or Condominium Lot, 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** – No Owner may interfere with the carrying out, even inside his Residence, of urgent work, or of work required for the conservation of the Condominium Building or the Common Portions 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 Association 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 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 Condominium Unit , ii) the solar lights installed in exterior staircases, iii) all light fixtures installed by the Owner in the Garden Areas and Balconies. To enable such maintenance, repair and replacement, Owners must provide the Foundation with unfettered access to the Balconies and Garden Areas of their Condominium Unit 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, the Deed or the Rules and Regulations in the Owner's absence from the Property.

ARTICLE 14 – MISCELLANEOUS USE RESTRICTIONS

1. **Division** – No Condominium Unit may be divided or modified in any way so that it may be used as or converted into more than one (1) Dwelling.
2. **Garage** – A Garage Unit 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. **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 Association.

ARTICLE 16 – AMOUNTS OWED THE ASSOCIATION AND NONPAYMENT

1. **Late Payments** – Any non-recurring contributions, dues, special assessments, damages, interest and Surcharges that may become payable to the Association 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 Association for all costs, legal, administrative or other which are incurred by the Association in its attempts to collect the arrears. Until all or a portion of such arrears are paid to the Association by the delinquent Owner, all such expenses shall be for the account of all Owners Association.
4. **Interest** – In addition, interest on any sum due to the Association by an Owner shall accrue at the rate of 15% per annum from the date such sum is due until payment is received. The Association 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 Association 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 Deed, inclusive of but not limited to i) the right to vote or approve and ii) the right to use the Common Portions, may be automatically suspended, until all monies due the Association have been paid in full.
 - b. Notwithstanding the foregoing, the Owner shall retain the right to access his Condominium Unit.

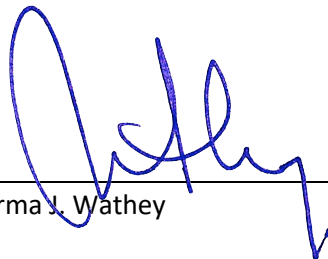
ARTICLE 17 – AMENDMENTS AND EXEMPTIONS

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

2. **Exemptions** – The Board may grant temporary exemptions from these 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 these Rules and Regulations, the CBRUP or the Constitution.

Aproved:


Rene H. Lepine


Norma J. Wathey

RULES AND REGULATIONS OF GREEN WAY CONDOMINIUM ASSOCIATION

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