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CFN 20130406201
OR BK 26323 PG 0638
RECORDED 09/13/2013 13:23:18
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0638 - 658; (21pgs)

**CERTIFICATE OF AMENDMENT TO THE
ARCHITECTURAL PLANNING CRITERIA FOR
FOX CHASE PROEPRTY OWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for Foxe Chase Property Owners Association, Inc. (the "Association" or "Foxe Chase") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3156 at Page 1169; and

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Foxe Chase (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 24357 at Page 693; and

WHEREAS, the aforementioned Declaration provides for the formation of a committee known as the Architectural Review Board ("ARB"); and

WHEREAS, the aforementioned Declaration provides that the Board of Directors of the Association, on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Foxe Chase, which criteria are to be set forth in writing and made known to all owners and all prospective owners in Foxe Chase, and

WHEREAS, as the Second Amended and Restated Architectural Planning Criteria for the Association, are attached hereto as Exhibit "C," which supersede and replace the Amended and Restated Architectural Planning Criteria recorded at Official Record Book 17897, Page 1966, of the Public Records of Palm Beach County, Florida, and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of the Association, held on June 11th, 2013, the aforementioned Architectural Planning Criteria for Foxe Chase was amended in its entirety pursuant to the provisions of the attached Second Amended and Restated Architectural Planning Criteria,

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Architectural Planning Criteria is a true and correct copy of the amendments as amended by the Board:

[SIGNATURES FOLLOW ON LAST PAGE]

This instrument prepared by:
Steven R. Braten, Esquire
Steven R. Braten, PA
500 Gulfstream Boulevard, Suite 104
Delray Beach, FL 33483
T. 561-270-3297

SEE ATTACHED

WITNESS my signature hereto this 6th day of August, 2013, at Delray Beach, Palm Beach County, Florida.

**FOX CHASE PROPERTY OWNERS
ASSOCIATION, INC.**

[Signature]
Witness

Gary E Susser
Print Name

[Signature]
Witness

Gary E Susser
Print Name

BY: [Signature]
Dodee Firestone, President

ATTEST:

By: [Signature]
Marvin Smaller, as Treasurer
(in Secretary's absence)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 6th day of August, 2013 by Dodee Firestone and Marvin Smaller, as President and Treasurer, respectively, of Foxe Chase Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did take an oath.

[Signature]
Signature of Notary Public – State of Florida

Print Name, or Stamp Commissioned Name
of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Judith Susser
Commission # DD906241
Expires: SEP. 10, 2013
BONDED THROUGH ATLANTIC BONDING CO., INC.

**ARCHITECTURAL PLANNING CRITERIA
POLICIES, PROCEDURES, RULES AND REGULATIONS**

A. ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement or structure or a material change to any existing improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association included herein. The Association is empowered to impose the guidelines set forth in this Declaration and in such rules and regulations as may be made and amended from time to time by the Board of Directors with regard to the location, size, type or appearance of any structure or other improvement on a Lot, or to enforce standards for the external appearance of an structure or improvement located on a Lot. The Association is also empowered, through the Board of Directors, to adopt architectural planning criteria which may address, without limitation, the process for the submission and approval of plans, the process for appeal of any Architectural Review Board decision, the establishment of requirements for security deposits, requirements for Owner contractors, inspections, and additional specific architectural requirements in addition to the requirements of this Declaration.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of an odd number of five (5) or more members, as determined by the Board of Directors from time to time who need not be members of the Association. All members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. The Board shall make a good faith effort to appoint at least one (1) architect or building contractor to the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. Regular meetings of the ARB shall be held thirty (30) minutes prior to any scheduled Board meetings if there are items or issues to be addressed by the ARB as determined by the ARB or by special request of a Lot Owner, or such other times as the ARB may reasonably determine is necessary upon providing public notice of such meeting at least two (2) days in advance of the meeting.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

a. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the

members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

b. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement, the construction, erection, performance or placement of which is proposed upon any Lot in Foxe Chase, and two (2) complete sets of the drainage plan, tree survey, color plan and materials designation plan for such improvement or structure. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

c. To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Foxe Chase and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon including, without limitation, any change of color(s) or material(s). All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form executed under seal by the President or any Vice-President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

d. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

B. RESTRICTIONS

Section 1. Residential Use; Modification of Lots. Except as otherwise provided herein, the Property subject to these Covenants and Restrictions, may be used for residential living units and for no other purpose with the exception of the Common Area. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof except for home offices within residential living units in compliance with applicable law which do not involve servicing or meeting any customers, clients, patrons, patients or otherwise at the Lot or within the Property and which do not cause or generate any traffic or noise or materially impair the use of the dwelling as a residential living unit. No sign or logo

identifying or advertising any home office or other commercial or business purpose or operation may be visibly displayed on any Lot or the Common Area nor on or within any vehicle within the Property. No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided, or reduced in size without the prior written approval of the ARB (which shall have sole and absolute discretion to arbitrarily refuse same) and unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and restrictions shall apply thereto as a single parcel, except that in no event shall the owner of any Lot be relieved from its share of costs, charges and assessments as established by the Board of Directors of the Association, which shall be computed as if the Lots were not treated as a single parcel. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of FOXE CHASE.

Section 2. No Temporary Buildings. No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Board of Directors of the Association and if such permission or consent is granted, it may be subject to such conditions or requirements as the Board may determine with respect to the size, location and duration the subject item may remain on the Lot.

Section 3. Antennae. Aerials or antennae may only be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in FOXE CHASE with the prior written approval of the Board of Directors and the Board may adopt rules, regulations or policies with respect to the installation of aerials and antennas in compliance with applicable laws, ordinances or regulations.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, sport utility vehicles and non-commercial vans (vans with rear seats and windows on all body panels and no commercial or business sign(s) or logo(s) displayed on or within the vehicle and not used for any business or commercial purpose), shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. The Association's classification of a vehicle shall be deemed final. No unlicensed motorized vehicles, golf carts, dune buggies, mopeds, or motorcycles of any type shall be operated within the Property at any time. All operators of motor vehicles within the Property must have a valid driver's license. Except for temporary guest parking, which In no event shall exceed twenty-four (24) hours, vehicles shall not be parked in or on any street within the Property and parking on any unpaved area of the Common Area is prohibited at all times. Vehicles on the Common Area in violation of the provisions hereof may be towed at the vehicle owner's/operator's expense and towing shall not be the exclusive remedy of the Association. The authority of the Association to tow vehicles shall include vehicles within Common Area roadways, including the unpaved swale area within the width of such roadways per the plat of FOXE CHASE. In the event the Owner or occupants of a Lot are expecting guests requiring temporary guest parking on the street, such

Owner or occupant must first check or consult with the Association personnel in the guardhouse to determine which side of the street such guests must park their vehicles for such event. Failure to do so, or failure to adhere to or comply with such instructions, may result in any vehicle parked improperly being towed at the vehicle owner's/operator's expense.

Section 5. Trees. No tree or shrub, the trunk of which exceeds four inches (4") in diameter, at four (4) feet above the ground, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass or plants or other artificial vegetation shall be placed upon the exterior portion of any Lot, unless approved in writing by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted. All garages shall be at least adequate to house three (3) standard size American automobiles in accordance with the requirements of the Architectural Planning Criteria. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

Section 8. Clothes Drying Area. No clothes lines shall be permitted except with prior written approval of the Board of Directors or the Architectural Review Board. The Board of Directors may promulgate and amend rules and regulations regarding the permissible locations for clothes lines, prescribing the types of clothes lines that are permitted on the Lots, and any requirements for obscuring clothes lines from view from the Common Area or neighboring Lots.

Section 9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB in accordance with the requirements of the Architectural Planning Criteria for FOXE CHASE and in accordance with the requirements of any applicable governmental authority(ies) and/or agency(ies). However, the requirements of Foxe Chase's Architectural Planning Criteria may exceed the requirements of any governmental body with jurisdiction over this matter, and in such an instance the Foxe Chase Architectural Planning Criteria shall be controlling. Sodding and proper maintenance thereof will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner Lots, sodding will be required in the front and side yard areas. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots. Whether sodded or seeded/sprigged, the Lots must be mowed, weeded and fertilized not less frequently than as provided by the Rules and Regulations, adopted and amended by the Board of Directors from time to time. Any material alterations or modifications to the approved landscaping plan shall require prior approval of the ARB.

Section 10. Fences. No chain link fences will be permitted unless covered by landscape screening as may be required by the Board of Directors or the Architectural Review Board. The Board of Directors or Architectural Review Board may promulgate guidelines with regard to the installation of fences on any Lot, including, but not limited to, requirements for landscape screening which may vary based upon the type of fence installed.

Section 11. Nuisances. Nothing shall be done or maintained on any Lot or on or within the Common Area which may be or become an annoyance or nuisance to the neighborhood in whole or in part. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any Lot, or on or within any vehicle on any Lot, and in the event a residence is for sale, a sign displaying the word "open", not to exceed three (3) square feet, may be displayed during any time the homeowner or his designated representative is in attendance for such open house. The size and design of all permitted signs shall be subject to approval of the ARB and the provisions of the Architectural Planning Criteria for FOXE CHASE. Except for signage installed or displayed on the Common Area by the Board of Directors, no signs of any type shall be installed or displayed on the Common Area at any time.

Section 13. Lake Lots. The owner of each Lot bordering on the "Lake", Tract B of FOXE CHASE, being Lots 27 through 43 inclusive of FOXE CHASE, shall sod and also install a proper sprinkler system to irrigate the sod from the Lot line to the high water line of the said "Lake", and must mow, fertilize and keep the sodded area free from weeds, debris, refuse or trash. Such mowing and fertilizing must be performed in accordance with the Rules and Regulations adopted and amended by the Board of Directors from time to time. Should any Lot Owner fail to do so, the Board of Directors of the Association may do so and assess the expense thereof to the pertinent Lot and Lot Owner as provided for in the Association's Declaration and Covenants. If said expense is not paid, it shall become a lien against the Lot of the Owner obliged to make such improvements or perform such maintenance as aforesaid and shall be subject to foreclosure in accordance with the provisions herein relating to the lien and foreclosure of assessments as provided in the Association's Declaration and Covenants.

Section 14. Letter and Delivery Boxes and Identification of Owner and Lot Address. The Board of Directors of the Association shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes as well as with respect to all signs including all street and traffic control signs within FOXE CHASE in order that the area be strictly uniform in appearance with respect thereto. Any exterior identification of the name(s) of the Lot Owner and/or the address of the Lot and dwelling shall be in accordance with the Architectural Planning Criteria for FOXE CHASE, and if not addressed therein, subject to the prior approval of the ARB.

Section 15. Occupancy. No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction, including, without limitation, all exterior finishing, painting and landscaping, shall be completed within eighteen (18) months from the date of approval of the plans and specifications by the ARB, provided that the ARB may extend such time pursuant to the provisions of the Architectural Planning Criteria for Foxe Chase.

Section 16. Size of Residence and Roofs. The minimum square footage of each residence within the subdivision shall be 3,000 square feet of living area exclusive of the garage and porches. A garage sufficient for at least three (3) automobiles shall be required on all houses as a part of such residence in accordance with the requirements of the Architectural Planning Criteria for FOXE CHASE. Roof pitch must be a minimum of six inches (6") on twelve inches (12") and minimum roof overhang is thirty-six inches (36") unless a different overhang is approved by the ARB. Roofs shall be either flat cement tile or barrel tile, or Spanish tile, or wood shingles or asphalt shingle roofs – thick butt type only with a minimum weight of three hundred eighty-five pounds or metal of a style approved by the ARB, or such other material approved by the ARB in its sole and absolute discretion and pursuant to the provisions of the Architectural Planning Criteria for Foxe Chase. No gravel roofs except on flat deck over porch which gravel roof must be approved by the ARB.

Section 17. Hurricane Shutters. All hurricane shutters must be approved by the ARB as to color, style, type and any other factors deemed relevant by the ARB, and such shutters shall also comply with the applicable building code(s) in effect at the time of installation. The Board of Directors shall have the authority to make and amend rules and regulations from time to time with regard to the operation of hurricane shutters within the Property, including, but not limited to, the establishment of guidelines for the periods during which hurricane shutters may be closed, however, it is the strong preference of the ARB that hurricane shutters should not be kept closed after the hurricane season has ended.

Section 18. Dumpsters. In the event a hurricane or tropical storm warning is issued for the area in which the Property is located, any dumpster located on any Lot must be removed from the Property by the Lot Owner and if it is not removed, the Association, through any agent(s), contractor(s) or employee(s) thereof, may enter the Lot and have it removed and all costs incurred will be assessed against the Owner's Lot. Such assessment shall be a lien against the Lot enforceable by the Association in the same manner as set forth in Article V of the Association's Declaration and Covenants. Such costs shall also be the personal obligation of the Lot Owner. Additionally, whenever in the judgment of the Board of Directors, a dumpster on a Lot must be emptied the Lot Owner must do so upon ten (10) days written notice from the Association and in the event the Lot Owner fails to comply with such request, the Association, through any agent(s), contractor(s) or employee(s) thereof, may enter the Lot and have the dumpster emptied. All costs incurred by the Association in taking such action shall be assessed against the lot and shall be the personal obligation of the Lot Owner and a lien against the lot enforceable in the same manner as set forth in Article V of this Declaration.

Section 19. Miscellaneous. No weeds, underbrush or other unsightly growth as determined in the sole and exclusive determination of the Board of Directors shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects as determined by the Board of Directors shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growth or objects, as aforesaid, the owner hereby grants the Association a license for the Association to enter upon said Lot and remove the same at the expense of the Owner. The Board of Directors may add a management fee of up to twenty (20) percent to the exterior maintenance assessment in order to compensate for the cost and efforts expended in providing the management of the maintenance deemed necessary by the Board of Directors. Any such entry shall not be deemed a trespass. The Owner's failure to pay the cost of same within thirty (30) days after receiving the Association's

invoice shall authorize the Association to impose a lien in the same manner and subject to the same rights in favor of the Association as for a lien as hereinbefore provided for the lien for assessments. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or the Common Area.

Section 20. Rules and Regulations. Reasonable rules and regulations concerning the use and appearance of the Property, including the Lots and Common Area, may be adopted and amended by the Board of Directors from time to time.

C. ARCHITECTURAL REVIEW BOARD

The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of an odd number of five (5) or more members, as determined by the Board of Directors from time to time, who need not be members of the Association. All members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. The Board shall make a good faith effort to appoint at least one (1) architect or building contractor to the ARB or engage such expertise on a consulting basis. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. Regular meetings of the ARB shall be held thirty (30) minutes prior to any scheduled Board meetings if there are items or issues to be addressed by the ARB as determined by the ARB or by special request of a Lot Owner, or such other times as the ARB may reasonably determine is necessary upon providing public notice of such meeting at least two (2) days in advance of the meeting.

No improvement or structure or material change to any existing improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the ARB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association. The ARB is empowered to impose the guidelines set forth in such rules and regulations as may be made and amended from time to time by the Board of Directors with regard to the location, size, type or appearance of any structure or other improvement on a Lot, or to enforce standards for the external appearance of a structure or improvement located on a Lot. The ARB is also empowered, through the Board of Directors, to adopt architectural planning criteria which may address, without limitation, the process for the submission and approval of plans, the process for appeal of any Architectural Review Board decision, the establishment of requirements for security deposits, requirements for Owner contractors, inspections, and additional specific architectural requirements.

D. ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants and Restrictions for Foxe Chase as recorded in the Public Records of Palm Beach County, Florida, provides that the Foxe Chase Property Owners Association, Inc., a Florida Corporation, form a committee known as the Architectural Review Board (the ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Foxe Chase provides that the Board of Directors of Foxe Property Owners' Association, Inc. (the "Association") on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Foxe Chase, which criteria are to be set forth in writing and made known to all owners and all prospective owners in Foxe Chase;

NOW, THEREFORE, the Board of Directors has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for Foxe Chase, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

Section 1. Submission of Plans and Specifications.

(a) The ARB shall meet on a monthly basis, as needed. It is the practice of the ARB to meet on the same day as the meeting of the Association's Board of Directors.

(b) All of the documents referred to in these architectural planning criteria are to be submitted to the Management office through the guardhouse at least two weeks prior to the scheduled meeting of the ARB. Only after all completed paper work is received by the Management Office, will it arrange delivery to the ARB's consulting firm, and to the Architectural Review Board for their review and approval. Piecemeal or partial plan submissions will not be considered for review by the ARB.

(c) In accordance with the requirements of the Declaration of Covenants and Restrictions for Foxe Chase, the owner must submit to the Architectural Review Board ("ARB") two complete sets of all plans and specifications for any exterior improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device or object, or other improvement. In addition, the submission must include two complete sets of the lot drainage plan, tree survey, landscape plan, color plan and materials for any such improvements on any Lot within Foxe Chase.

(d) If the ARB or the Association consults with or retains an architect, or attorney, engineer, contractor or other professional in connection with the review or approval of any plans or specifications, or inspecting the construction in connection with such plans and specifications, the Lot owner submitting the plans and specifications shall reimburse the Association all the reasonable fees and costs charged by such professional.

(e) The ARB may request additional information and materials as it reasonably determines to be necessary to evaluate completely the proposed new construction or alterations or additions. No submission of plans and specifications shall be complete until all required and

requested information has been provided to the ARB including all materials, information or changes requested by the ARB. The time period for approval/disapproval shall not commence until such time as all of the requested information has been provided to the ARB.

(f) In addition to plans and specifications, the owner submitting any plans must provide a signed copy of the current Architectural Planning Criteria ("APC"), which signature shall be notarized. The signature of the owner shall constitute an acknowledgment of having read the APC and agreeing to abide by said criteria.

Section 2. Approval/Disapproval.

No external construction of either new improvements or exterior additions or alterations to existing improvements may commence until the plans and specifications have been approved, in writing, by the ARB. Any decision of the ARB may be reviewed, upon written request of any aggrieved party in accordance with the procedures set forth in the Declarations and Covenants of the Association, by the Board of Directors of the Association and the decision of the Board of Directors shall be final. The ARB may request modifications to the plans and specifications, and the Lot owner must then submit modified plans and specifications in accordance therewith. No plans and specifications shall be approved until such modifications have been made to the satisfaction of the ARB. In no event shall any approval of the ARB of the plans and specifications be deemed an approval of the final construction. Any proposed modifications or revision to any plans and specifications must be submitted for the prior approval of the ARB prior to implementation of such modifications or revisions in the construction or alteration or addition of any improvements. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the provisions of the Architectural Planning Criteria of the Association. The ARB may, in its sole discretion, disapprove any proposed plans and specifications which it determines, for any reason, including, without limitation, purely aesthetic reasons, do not conform with the harmony of external design and location in relation to surrounding structures and topography and/or the Architectural Planning Criteria of the Association. The ARB does not have the authority to relax the rules as written. As noted above, any decision of the ARB may be reviewed, upon written request of any aggrieved party, by the Board of Directors of the Association. The Board of Directors shall have complete discretion with respect to such review and the decision of the Board of Directors shall be final.

3. Security Deposit.

a. If the plans and specifications for any proposed new construction or substantial exterior alterations and additions, as solely determined by the ARB are approved by the ARB, the ARB shall notify the lot owner in writing, and prior to the commencement of any such new construction or alterations, the lot owner must provide the Association with a \$10,000.00 certified or cashier's check and an original executed and notarized Security Escrow Construction Deposit Agreement (in such form as provided by the Association from time to time), which funds shall be held as security by the Association pending final approval of the completed construction of all improvements (including, without limitation, any landscaping). All or a portion of the security deposit may be withheld by the ARB until the improvements are brought into compliance. If any part of the construction Deposit is applied by the Association under the terms of this Agreement, then the lot owner shall, immediately upon demand, deposit with the Association a sum equal to the amount so applied, in order to restore your Construction Deposit to its original amount, and the failure to do so within thirty (30) days shall be a default under this

Agreement. Upon final approval of such completed construction, in compliance with the plans approved by the ARB (this includes inspection by the ARB, all permits closed, and a Certificate of Occupancy for new construction) any amount remaining after deducting the reasonable costs incurred by the Association related to the review and approval of the plans and specifications and the inspection of the construction (including the costs of any architect, engineer, contractor or other professional retained in connection therewith), and the costs for repairs or replacement of damage to any portion of the Common Area or any Lot (or any personal property of the Association or any Lot owner or resident) caused by the construction, less any unreplaced Construction Deposit funds previously used by the Association, as set forth above, shall be returned to the Lot owner without interest, provided, however, if the construction is not timely completed, the entire security deposit may be forfeited to and retained by the Association in addition to and not in lieu of all other remedies available to the Association if in the determination of the ARB the tardiness for completion was not justified.

b. For non-substantial exterior alterations or improvements, solely determined by the ARB, the amount of the security deposit shall be determined from time to time by the ARB, not to exceed \$2,500.00. In no event shall any construction commence unless the Association has received the security deposit and the Security Escrow Deposit Agreement. In addition, and as noted elsewhere herein, if the final construction or alterations or additions of the improvements on the Lot does not comply with the approved plans and specifications as determined by the ARB, all or a portion of the security deposit may be withheld by the ARB until the improvements are brought into compliance. Before the approval of any plan for demolition/construction or exterior remodeling by existing homeowners, all outstanding assessments, dues and maintenance charges must be paid.

Section 4. Construction Regulations.

In addition to the provisions of Provision B, Section 2 of these Architectural Planning Criteria (No temporary buildings) and Provision B, Section 15 of these Architectural Planning Criteria (occupancy) the following construction regulations must be strictly adhered to:

(a) All building and demolition contractors and subcontractors must be licensed in Palm Beach County. The contractor must be covered by liability insurance of not less than \$2,000,000.00 in the aggregate and at least \$1,000,000.00 - per occurrence, and subcontractors must be covered by liability insurance of not less than \$1,000,000.00 per occurrence, which license and insurance must be current at any time such contractor and/or subcontractors are within the Foxe Chase Community, and the Foxe Chase Property Owners Association, Inc., shall be named as additionally insured. Prior to being allowed entry to the community, the owner of the Lot must furnish the Association with copies of the current license and certificate of insurance showing the Association as a named insured for all contractors performing any work or service with respect to the demolition, construction, or alteration or addition, of any improvements on such owner's Lot and such license(s) and insurance must remain valid and in effect for the expected period of construction or the Association must be provided written agreement from the agent or insurance company that the Association will receive thirty (30) days advance notice prior to cancellation of said insurance.

(b) A form board survey prepared by a professional land surveyor registered in the State of Florida, and signed and sealed, must be submitted to the ARB, do Association Management for approval at least one week prior to the time of pouring the slab for the new

construction of any structure or building on any Lot. Placement of slab shall not commence until receipt of written approval from the ARB.

(c) Construction shall commence no later than four (4) months following the date of final written approval of any plans and specifications by the ARB and must be pursued diligently to completion, such completion to occur not more than eighteen (18) months from the date of final approval of any plans and specifications. Final completion shall include, without limitation, the irrigation system and landscaping with respect to new construction. If final completion is not completed within eighteen (18) months of the date of final approval of the plans and specifications by the ARB, or the filing of a Notice of Commencement or procurement of the building permit(s) (as applicable to the construction to be performed), whichever occurs later, the entire security deposit paid by the lot owner may be retained as liquidated damages by the Association if in the determination of the ARB the tardiness for completion was not justified. In addition to the security deposit being forfeited to and kept by the Association, the Association may file suit seeking injunctive relief, damages or any other relief or remedy available at law or in equity regarding the Lot owner's failure to timely complete construction. Each Lot Owner agrees and understands that a delay in construction as defined above is considered a violation of the Architectural Planning Criteria, and shall constitute irreparable harm to the other Lot Owners and the Association. An extension of time for final completion may be granted, at the ARB's sole discretion, in the event of a hurricane, act of God, or other good cause beyond the control of the Lot owner and his or her contractor(s) or subcontractor(s) which delays the completion of construction as determined by the ARB in its sole discretion. Failure to complete the construction within such extended time period shall result in the security deposit being forfeited to and retained by the Association in addition to, and not in lieu of, all other remedies available to the Association.

(d) Any utilities (including, without limitation, electrical power and water) must be furnished to a construction site by the Lot owner prior to and during any construction activity independent of neighboring homeowners and the Association.

(e) The construction site must be maintained in a neat and orderly fashion. A construction metal dumpster must be placed on the worksite. All discarded materials, refuse, food and debris must be placed in the construction dumpster on a daily basis. Work materials must be neatly stacked in order to maintain a neat and orderly site. Food containers, drink bottles or cups and any other unsightly debris must be removed from the site before the end of each day. There shall be no burning or burying of construction debris, trash, refuse or construction materials on the property. Dumpsters must be in place on the Lot before any construction begins. The use of any dumpster on a Lot is also subject to the provisions of Provision B, Section 18, of these Architectural Planning Criteria. The obligation to maintain a neat and orderly appearance during construction shall be controlled by the same standards contained in the association's Declarations and Covenants that are applicable to all other lot owners.

(f) No other Lots or the Common Area may be used for the storage or dumping of construction debris, dirt, trash, refuse, food, construction materials or other similar items, nor may any construction vehicles, or vehicles associated with the construction or alteration of any improvements on a Lot, be parked or kept on any other Lot, except for Lots owned by the same owner of the Lot upon which the construction or alteration(s) is/are being performed.

(g) A portable toilet must be placed on the Lot upon which the work is being performed at the same time construction begins. The toilet must be a minimum of twenty (20) feet from the roadway and an attempt should be made to make the toilet not visible from the road. The toilet must be cleaned on a timely basis to avoid interfering with the use and enjoyment of the neighboring Lot Owners. The toilet must be removed when there is a hurricane warning issued.

(h) Prior to the commencement of any construction (including new construction and alterations and additions as herein specified), a list of contractors and subcontractors must be submitted to the Association. Such list must be kept current, as only those names listed will be allowed entry to the property. Please be advised that in addition to being named on such list, any contractor or subcontractor must also comply with any other requirements contained in the Declaration or this Architectural Planning Criteria in order to be allowed access through the Association security gate. In the event of any violations of the Declaration of Covenants and Restrictions, the Rules and Regulations of the Association, or this Architectural Planning Criteria, including, without limitation, these Construction Regulations, by the Lot owner or a contractor or subcontractor, once authorized to perform work in the community after written notice to the Lot owner of the violation and failure to timely remedy the violation, the Association may prohibit the contractor or subcontractor from entering the Foxe Chase Property. In the event of an emergency, in which damage or injury is being caused or threatened to any property or person, as determined by the or the Board of Directors in their sole discretion, no prior written notice to the Lot owner is required to prohibit a contractor or subcontractor from entering the Foxe Chase property.

(i) No workmen or deliveries will be permitted through the entrance gate and no work will be permitted before 7:30 A.M. and construction vehicles and personnel must vacate the Foxe Chase property by 6:00 p.m. on days when work is permitted under the Declaration. No work of any nature or delivery of any kind will be permitted on Sunday or the following Holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. In addition to the above stated Federal holidays, the Board of Directors, by a majority vote, may designate "Quiet Days." Quiet Days are defined as voluntary exterior work stoppage days wherein the Board, by posting Notice on the Guard House, a minimum of seven days in advance, requests owners to voluntarily cease from allowing contractors and/or outside workers from performing exterior work on their property. The designation of Quiet Days shall be discretionary with the Board of Directors. No exceptions to this rule will be permitted except in the instance of an emergency.

(j) Construction vehicles are permitted to be parked on the site overnight during the construction period and only if the vehicle is in use on the site. No construction vehicles may be parked on other Lots unless the Lot is also owned by the Owner of the Lot that is the construction site. No construction vehicle shall be parked or kept overnight on the Common Area of the Association. Construction vehicles may not block any Common Area road, cause damage to any property in Foxe Chase, or otherwise interfere with ingress or egress to or from any Lot, and Common Area roads shall at all times be accessible by all Lot owners and their tenants, guests and invitees, and any emergency vehicles.

(k) No improper behavior or conduct, which unreasonably disturbs other Lots owners or residents, shall be permitted on any construction site at any time, including,

without limitation, loud music, obscene or lewd acts or behavior and any unlawful or illegal activity.

(l) Prior to commencement of any construction, the Association shall be provided copies of the Demolition Permit, Building Permit, the ULDC Vegetation Removal Notice and the ULDC Standard Permit (as per Article 14, PBC Dept. of Environmental Resources Management), and all applicable governmental approvals regarding the demolition and/or construction project.

Section 5. Final Inspection; Refund of Security Escrow Deposit.

(a) The Lot owner, or his designated representative, must notify the ARB, in writing, upon the completion of any new construction or alterations or additions (if new construction, such notice must also be provided prior to occupancy of any dwelling) so that a final inspection can be made by the ARB and/or its designated representative to ascertain that the improvements have been constructed in accordance with the approved plans and specifications. Any modifications or changes requested pursuant to such final inspection must be made to the reasonable satisfaction of the ARB within fourteen (14) days or such longer period of time allowed by the ARB in writing. No occupancy of any dwelling constructed on the Lot shall be permitted until the ARB issues final approval of the construction thereof. The owner must also provide the Association with a copy of the certificate of occupancy issued by the applicable governmental agency or authority with respect to the constructed improvements, but such certificate shall not mean the improvements comply with the approved plans and specifications.

(b) All areas on adjacent Lots or the Common Area that were damaged during construction must be repaired and re-sodded or re-landscaped to their original condition. Such responsibility to repair damage shall include, without limitation, repairing any damage caused to any roads or fences within Foxe Chase caused by the construction performed on the Lot or caused by any construction vehicles utilized in connection with such construction.

(c) In the event of a hurricane alert, the owner and builder must secure all materials and structures that could be lifted by high winds of hurricane force. If the materials and structures cannot be safely moved inside an enclosed structure, or lashed to embedded posts in a satisfactory manner, then they must be removed from the premises.

(d) In the event any damage caused to any other Lot or the Common Area is not satisfactorily repaired by the Lot owner, at his expense, pursuant to the terms of the Security Escrow Deposit Agreement, or if the final construction does not comply with the approved plans and specifications as determined by the ARB and/or its designated representative, the Association may withhold all or a portion of the deposit until the owner takes appropriate remedial action to repair such damage and/or brings the improvements in compliance with the approved plans and specifications, as determined by the ARB and /or its designated representative. Withholding all or a portion of the security escrow construction deposit shall be in addition to, and not in lieu of, any and all other remedies available to the Association through its Declaration of Covenants and/or under the law, including injunctive relief to secure compliance with the approved plans and specifications. Notwithstanding the foregoing, if final construction is not timely completed, the entire security deposit shall may be forfeited to and kept by the Association if in the determination of the ARB the tardiness for completion was

not justified.

(e) Final approval of any new construction or alterations or additions shall not be provided until all the conditions set forth above have been met, and final approval shall not be deemed a waiver of any rights or remedies of the Association nor shall it in any manner be construed as any type of warranty or representation by the Association concerning the quality of any construction or any type of representation that such construction complies with applicable building regulations, codes and requirements.

Section 6. ARCHITECT. A registered Architect must design all houses in Foxe Chase

Section 7. SETBACKS. To insure some degree of variety on adjacent sites, a twenty-five (25) foot front setback must be adhered to in the construction of one house; an adjacent house must maintain a front setback of at least thirty-five (35) feet to achieve a staggered ten (10) foot minimum. Where the front setback is twenty-five (25) feet, the rear setback must be fifteen (15) feet. Where the front setback is thirty-five (35) feet, the rear setback may be seven-and-a-half (7-1/2) feet. On the odd-numbered lots there will be required a thirty-five (35) foot front setback, the even-numbered lots will be the twenty-five (25) foot front setback. Total minimum side yard setbacks will total thirty (30) feet with a fifteen (15) foot minimum on each side. Setbacks shall be measured from the property line to the furthest extending hard improvement.

Section 8. TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling containing not less than three thousand (3,000) square feet of living area (exclusive of open or screen porches, terraces or garages.) The home cannot exceed thirty-five (35) feet in height, measured from finish floor to mean height between ridge and soffit. The home must have a private and enclosed garage for not less than three (3) cars unless approved by the ARB. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling. No temporary structures will be allowed on the lot for an extended period of time, except during construction.

Section 9. LAYOUT. No work shall commence prior to approval by the ARB. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB and the form board survey accepted by the ARB. It is the purpose of this approval to assure that removal of existing trees are minimized and that the home is placed on the lots in its most advantageous position and that set-backs are complied with. A preliminary meeting in the preliminary design stage is strongly recommended for review by the ARB.

(a) In preparation for demolition (which cannot commence prior to approval by the ARB), all trees on the lot must be accounted for on the tree survey, flagged and protected to comply with the Palm Beach County Department of Environmental Resources Management, Article 14 of the ULDC. Proof of a Vegetation Removal Notice or/and a standard Vegetation Permit are required in the total building application.

(b) **REMOVAL OF TREES.** In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the owner to incorporate the natural landscaping into the architectural and landscaping plan. Tree surveys that propose moving or removing any existing trees, must be prepared by an appropriate licensed tree surveyor, and prove compliance with the PBC Department of Environmental Resources Management Standard Vegetation Permit conditions, including a pre-clearing inspection by an ERM analyst. Native Trees, including Strangler figs, Banyan and any species of Oak trees having a 4" diameter at 4 feet height cannot be removed or destroyed. They must be properly transplanted on site or to common areas or other lots within the development by a company with a certified arborist on staff and as approved by the ARB. Any trees so designated for relocation or transplanting must be properly root pruned at least 90-180 days prior to relocating, depending on size and species of tree. The ARB will strictly enforce this provision.

(c) No tree four (4) inches or greater in diameter at four (4) feet above natural grade shall be cut or removed without approval of the ARB. When such a tree is removed, the Owner will replace it with a similar tree of equal size and value on another portion of the site, or consult with the ARB as to other sites within Foxe Chase to place it. All other (smaller) tree removal shall comply with the requirements of the Palm Beach County Dept. of ERM, ULDC rules and its Native Tree Replacement Calculation.

Section 10. EXTERIOR COLOR PLAN. The ARB shall have final approval of all exterior color plans, and each Owner must submit to the ARB a color plan showing the color of all exterior surfaces. The ARB shall determine whether the color plan is consistent with the homes in the surrounding areas and the color plan conforms to the scheme of development of Foxe Chase, including the natural color scheme of Foxe Chase. Earth tones are recommended. The final color plan must be submitted to and approved by the ARB prior to painting. The approved final color must be submitted appropriate for filing in Association records. This approval must be obtained for the repainting of existing homes as well, if there is any change in color.

Section 11. ROOFS. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. Built-up roofs shall not be permitted on pitched surfaces and mansard roofs will not be permitted. Roof pitch must be a minimum of six inches (6") on twelve inches (12") and minimum roof overhang is thirty-six inches (36") unless a different overhang is approved by the ARB. Roofs shall be either flat cement tile or barrel tile, or Spanish tile, or wood shingles or asphalt shingle roofs — thick butt type only with a minimum weight of three hundred eighty-five (385) pounds, or metal of a style approved by the ARB, or such other material approved by the ARB in its sole and absolute discretion and pursuant to the provisions of the provisions of the Architectural Planning Criteria for Foxe Chase.

Section 12. EXTERIORS. Exteriors shall be stucco, stone, natural brick, hardy plank or wood expression of cypress, cedar, redwood, or other durable wood types may also be accepted. Simplicity and restraint in the use of materials is recommended and no more than two different materials will be allowed on exterior surfaces (other than the roof and glass) unless approved by the ARB.

Section 13. WINDOW FRAMES. Window frames other than wood must be either anodized or electro statically painted. If steel, the color should be in harmony with the exterior.

No raw aluminum color will be allowed.

Section 14. FRONT FAÇADE. The front facade treatment will be similar to that of the other three elevations of the house and use similar materials.

Section 15. GARAGES. In addition to the requirements stated in Paragraph 8 hereinabove, all garages shall have a minimum width of thirty-three (33) feet for a three-car garage, or forty-four (44) feet for a four-car garage, etc.; measured from the inside wall of the garage. All garages must have either a single overhead door car garage, or individual overhead doors and a service door. Garage doors shall be operated by an electric door opener. No carports will be permitted. Every effort should be made to screen the garage door from the street. No motor vehicle may be stored under a protective covering upon any Lot, except where totally isolated from public view, subject, however, to the additional restrictions contained in Provision B, Section 4 of these Architectural Planning Criteria.

Section 16. DRIVEWAY CONSTRUCTION. All dwellings shall have a paved driveway of stable and permanent construction of at least eighteen (18) feet in width at the entrance to the garage. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable to the ARB. Driveways must not disrupt tree roots on native or specimen trees. No driveway or pavement shall extend into any setbacks, except for the front entrance that shall have a maximum of two driveways.

Section 17. SIGNS. No signs of any kind shall be displayed to the public view on any lot, or on or within any vehicle on any lot, and in the event a residence is for sale, a sign displaying the word "open", not to exceed three (3) square feet, may also be displayed during any time the homeowner or his designated representative is in attendance for such open house. The size and design of all permitted signs shall be subject to approval of the ARB and the provisions of the Architectural Planning Criteria for FOXE CHASE. Except for signage installed or displayed on the Common Area by the Board of Directors, no signs of any type shall be installed or displayed on the Common Area at any time.

Section 18. GAMES AND PLAY STRUCTURES. All basketball-backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines or near the garage driveway portion of the house or such other location determined to be acceptable by the ARB in its sole discretion. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear lines of the residence constructed thereon, and any such structure must have prior approval of the ARB. Nor shall any structure be placed on the rear portion of a lake lot that in any way shall create a hindrance, eyesore, or in any way obstruct the view of those adjacent or opposite lake lots.

Section 19. FENCES AND WALLS. The composition, location and height of any fence or walls to be constructed on any lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or walls to be consistent with the materials used in the surrounding homes and other fences, if any. Screening for garage areas and A/C equipment shall be indicated on plans submitted to the ARB. All mechanical equipment shall be screened so as to not be visible from the street or any adjoining or opposing lots. Chain link fences must be covered with landscape screening as approved by the ARB. Screening for any other fence style or type shall be determined by the ARB on a case by case basis.

Section 20. GENERATORS:

Home owners must request ARB authorization to install generators. All such requests must be made in accordance with the stated ARB process and procedures. Permission will be granted if the unit chosen is fitted with a sound shield such that sound levels are 65 dba or less at 50 feet and the location complies with the setback requirements contained in paragraph 7.

Section 21. LANDSCAPING CRITERIA:

a. The builder and/or homeowner shall be required to make landscape improvements totaling not less than 5% of the construction cost or \$25,000.00 whichever is greater, unless the ARB, in its sole discretion, determines an amount greater than that is required for any proposed improvements or construction on any Lot. This does not include sod or the automatic irrigation system.

1. The tree and shrubbery package for each lot must be approved by the ARB before any of the trees and shrubs are planted on a particular lot.

2. Each builder and/or homeowner shall be required to plant a minimum of ten (10) shade trees per lot. Builder or homeowner shall be given credit for native trees already on lot.

3. The minimum to be approved by the ARB for each lot will include at least six (6) trees at least ten feet (10') in height, and fifty (50) shrubs, twenty (20) of which must each be a minimum of eighteen inches (18") in height, and thirty (30) of which must be a minimum of thirty inches (30") in height.

4. The maximum height allowed for any perimeter hedge cannot exceed twelve feet (12') in height.

b. Large shade trees shall not be planted in locations that will immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining property.

c. Underground irrigation must be provided to the edge of the road, canal, and/or lake providing 100% coverage.

d. Swales or their engineering equivalent must be installed or constructed in connection with the construction of any home so as to provide for proper drainage and storm water retention. The swale or its engineering equivalent shall not be installed or constructed until the exact design and location thereof has been approved by the ARB in its sole discretion.

Section 22. SWIMMING POOLS AND TENNIS COURTS.

Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

a. Composition to be of material thoroughly tested and accepted by the industry for such construction.

b. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the sidewalls of the dwelling;

c. No screening of pool area may stand beyond a line extended and aligned with the side walls or rear walls of the dwelling unless approved by the ARB;

d. Pool screening may not be visible from the street in front of the dwelling;

e. Location and construction of swimming pools; tennis or badminton courts must be approved by the ARB. Pools and spas must not be visible from the street.

f. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If an owner elects to purchase two (2) adjoining lots and use one for recreational purposes, the lot used for recreational purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from the public view.

Section 23. GARBAGE, TRASH CONTAINERS AND VEGETATION FOR PICKUP. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except for pickup; all containers shall be kept so that they are not visible from the street. No garbage, trash container or vegetation for pickup shall be placed for pick up more than 24 hours in advance of the day of pickup.

Section 24. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Structures to be used for special events, such as a wedding or a homeowner party, to be held on the property may be erected for a maximum of 7 days with prior written permission of the ARB which permission will not be unreasonably withheld

Section 25. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

Section 26. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner as to be acceptable to the governing utility authority.

Section 27. NOISE LIMITS: Foxe Chase wishes to reduce noise pollution in the community. Effective January 1, 2015 noise from any source, including contractors' equipment (leaf blowers, trimmers, jack hammers etc.) or home owners backup generators, must not exceed 65 dba at 50 feet from the noise source. A request for an exception to this rule, which may be granted at the discretion of the ARB, must be requested in the normal manner.

Section 28. ARB REPORTS. The ARB' approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within forty-five (45) business days of submission of a completed set of plans, the plans shall be deemed approved; provided, however, such time period shall not be deemed to have commenced until a complete set of plans have been submitted and the ARB has been provided all required and/or requested information and material and a preliminary meeting with the Lot owner or his designated representative(s) has been held if requested by the ARB, and all supplemental information and material requested at or subsequent to such meeting has been provided to the Association and the ARB permitted a reasonable time to review same. The ARB meets on a monthly basis and shall not be required to have ad hoc meetings as a result of an owner's incomplete submission. A reasonable time shall be understood to reflect the monthly schedule of the ARB. Furthermore, approval of the plans and specifications shall not be regarded as approval of the final construction, which must be in accordance with such plans and specifications as determined by the ARB and in the event of failure to do so the Association may take any and all legal action available, including, without limitation, seeking injunctive relief with respect thereto.

Section 29. Nothing herein shall be deemed to permit construction on any property that would violate any of the applicable demolition, building, ULDC, zoning or subdivision codes of Palm Beach County, Florida. The approval by the ARB does not constitute a representation or warranty that the building, structure, remodeling or any other work completed in accordance with such plans as approved by the ARB will meet any governmental standards or requirements. Lot owners are solely responsible for determining whether the completed improvements described in the approval comply with all applicable laws, rules, regulations, easements, codes and ordinances; including but not limited to, zoning ordinances, subdivision regulations and building codes. Neither the Homeowners Association Board of Directors, nor the Architectural Review Board shall have any liability or obligation to determine whether such improvements comply with any such laws, rules, regulations, codes or ordinances. Further, each Lot Owner agrees to indemnify and hold harmless the Association, its Board of Directors, and the Architectural Review Board (for purposes of this paragraph, the "Indemnified Parties"), from any and all claims or damages, including attorneys' fees and costs, as well as attorneys' fees and costs incurred by the Indemnified parties to defend such claims made by third parties, arising out of or related to a Lot Owner's failure to comply with all applicable laws, rules, regulations, easements, codes and ordinances; including but not limited to, zoning ordinances, subdivision regulations and building codes.