

Rules and Resolutions

Fox Bay Owners Association, Inc.

RULES AND REGULATIONS, ADOPTED MAY 5, 2005

I. PURPOSE

The rules and regulations contained herein have been adopted by your Board of Directors in accordance with the Declaration of Protective Covenants, dated October 25, 1988 and the Bylaws of Fox Bay Owners Association, Inc dated January 3, 1989. These rules and regulations shall replace and otherwise render obsolete the previously published Book of Resolutions dated February 14, 1989.

These rules and regulations shall govern the use of the property, common areas,

facilities, and other such related items and is intended to regulate and protect the well-being of all members. They shall also establish penalties for the infraction (violation) of these rules and regulations and the protective covenants.

Other such rules, including, but not limited to, use of the pool, clubhouse, tennis courts, and architectural guidelines shall be provided from time to time as adopted and implemented by the Board of Directors.

The rules and regulations should be used by all members in our mutual effort to maintain a responsive, comfortable and attractive community. Each of us shares an equal responsibility for the quality of life in our community. For the benefit of all, we must observe the rules and regulations governing our use of the residential lots and the common areas in Fox Bay.

Any reference in this document to "Fox Bay" shall mean and include all portions of the subdivision, including the "Vineyard" and any such future expansions that may be made.

II. ENFORCEMENT

Any complaints or evidence of non-compliance with the covenants, rules and regulations, or other such rules (Clubhouse, Pool, Tennis Courts, Architectural, etc.) shall be dealt with by the Board of Directors. Members

are encouraged to notify a board member of any possible infraction(s) for consideration by the Board of Directors.

A. ENFORCEMENT PROCEDURES

Upon the decision of the board that an infraction (violation) of these rules and regulations and/or the protective covenants has occurred, the following will occur:

1. A certified letter (return receipt requested) will be sent to the homeowner notifying him of the infraction with a request for a response and or resolution within five (5) days of receipt of said letter.
2. In the absence of a response or compliance or return of the certified letter, a \$5.00 per day charge shall be imposed beginning on the sixth day and continuing for up to thirty (30) days. If noncompliance continues beyond thirty (30) days, the charge shall be \$10.00 per day thereafter until such time as noncompliance is corrected or resolved.
3. Failure to pay the charges levied under this section shall result in a lien being placed on the property in accordance with the Declaration of Protective Covenants.

B. TEMPORARY SUSPENSION

The Board of Directors reserves the right to temporarily suspend these rules and regulations, or any portion thereof, in the event of fire, flood, tornado, or other acts of nature.

III. GENERAL RULES AND REGULATIONS

The following are rules and regulations adopted by the Board of Directors pursuant to the Declaration of Protective Covenants and the Bylaws.

A. COMMON AREA

1. There shall be no obstruction of the Common Area except as specifically provided herein, nor shall any personal property be stored in the Common Area.
2. The Common Area shall be kept free and clear of all garbage, rubbish, debris and other unsightly material. The placement of such material by Owners of Lots on the Common Area is strictly prohibited.

B. HOME BUSINESSES

No industry, business, trade, occupation or profession of any kind that produces vehicular or pedestrian traffic shall be conducted, maintained, or permitted on any lot in Fox Bay, nor shall any permanent sign or window advertising be maintained or permitted within Fox Bay.

C. SIGNAGE

1. No Owner or occupant of any Lot shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any permanent structure built thereon other than the American Flag, small security signs, plants, and similar items. No sign shall be affixed to or placed upon any Lot or the exterior walls or roof of any permitted structure or any part thereof. The foregoing notwithstanding, "for sale" signs of not more than four (4) square feet advertising the property for sale shall be permitted.

2. Political Signs of not more than four (4) square feet shall be allowed provided they shall be placed no more than two (2) weeks prior to the election and shall be removed no later than (5) days after election day.

D. PETS

1. Pet owners must and shall be responsible for any and all offensive actions of their pets, including barking, aggressive behavior, running loose and waste deposits.

2. Pets must be leashed and under the control of their owner when outside the residence.

3. All pets shall be properly vaccinated and registered with the appropriate public authorities.

4. No animals of any kind shall be raised, bred, kept, and/or maintained for any commercial purposes.

5. Not more than three (3) generally recognized domestic house and yard pets may be kept and maintained on a Lot provided that no more than two (2) shall be housed outdoors and provided further that such pet(s) does not cause a nuisance or disturbance.

6. Outdoor housing, pens, runs and other such items utilized for pet containment shall be located in the rear yard and shall not be visible from the front of the residence or from the street.

E. ACCESSORY/TEMPORARY BUILDINGS

1. Accessory buildings are specifically prohibited from any Lot within Fox Bay, provided, however, that portable buildings or similar temporary structures are permitted during construction.
2. No structure of a temporary character, tent, basement, shack, mobile home, garage, barn, or other out building shall be used on any Lot or Common Area in Fox Bay at any time as a residence, either temporary or permanent.
3. No portable onsite storage units (i.e. PODS, etc.) shall be permitted unless request is made to the Board of Directors for a temporary use authorization prior to placement. In no case shall these type storage units be allowed to remain on the property beyond thirty (30) days, unless approved by the Board.

F. TRAILERS/BOATS/RV'S

No house trailer or mobile home shall be admitted in Fox Bay at any time, whether used for residential purposes or not. Camper trailers, recreational vehicles, boats and/or boat trailers must be parked only to the rear of the main residence, within the Lot lines and not visible to public view from the front of the residence and in conformance with the provisions of Paragraph G.5. of these Rules. At the homeowner's request, a guest of said owner will be allowed to park a recreational vehicle in the driveway of said owner's Living Unit for a period not to exceed three (3) days. Recreational vehicles and boats belonging to Fox Bay homeowners shall comply with the same three (3) day rule.

G. USE/STORAGE-VEHICLES AND RECREATIONAL EQUIPMENT

Use and storage of all vehicles and recreational equipment upon Lots, roadways, and Common Area within Fox Bay shall be subjected to rules as provided herein:

1. All licensed vehicles (automobiles, trucks, SUVs, etc.), except company owned passenger vehicles, shall have a Fox Bay decal provided by the Board of Directors and it shall be placed on the rear of the vehicle for the purpose of identifying Fox Bay residents.

2. All vehicles shall be currently licensed and maintained in operating condition, so as not to cause or create hazards or nuisances by excessive noise levels, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited within Fox Bay, except in emergency situations.
3. No vehicles of any kind shall be parked or stored on any Residential Lot, except in a garage or driveway. Should the existing garage and driveway not be sufficient to adequately store such vehicles the driveway shall be expanded utilizing the same type and finish of materials as the existing driveway and provided that the Architectural Review Committee has approved the expansion.
4. No recreational motor vehicles including, but not limited to, trail bikes, all terrain vehicles, motor scooters, golf carts and dune buggies shall be driven upon Lots, driveways, roadways, parking areas, and the Common Areas within Fox Bay except as a means of ingress and egress. No motor vehicles of any kind shall be driven on pedestrian walks, bicycle trails, or the Common Areas except as needed to maintain, repair or improve the Common Areas.
5. Overnight parking of all recreational vehicles and related trailers, trucks, and/or sports equipment shall be in garages or appropriate screened enclosures, designed for such parking. All such vehicles and equipment shall be screened from public view. No vehicle, including automobiles, shall be parked on any street or cul-de-sac overnight except within designated parking areas, or as allowed in Rule F.
6. No motor vehicle may be repaired (except for emergency repairs) on any Lot, street, or Common Area within Fox Bay except where such repairs are done within an enclosed garage or in an area screened from public view.
7. Homeowners are hereby advised and informed that operation of unlicensed vehicles of any kind on county street is strictly prohibited and subject to enforcement by the County Sheriffs Department and/or the District.

H. TREE REMOVAL

The removal of any tree or the altering of the natural features of landscape, terrain, and view within the Common Area is prohibited, unless previously approved by the Board of Directors; except that the Developer reserves the right to remove trees and alter natural features during construction of amenity features to esthetically enhance Fox Bay, in accordance with the Subdivision Plat.

Dead and/or diseased trees on Lots within the subdivision shall be removed by the homeowner. Failure to remove such trees shall constitute a violation of these rules and regulations.

Removal of any living tree larger than 10" in diameter shall not be allowed unless approved by the Architectural Review Committee.

The Board of Directors suggest that when trees are removed for any reason they be replaced with some type of new hardwood tree to further beautify Fox Bay.

I. FENCES

No fences, walls or hedges shall be placed on any Lot at any position that will block the water view from other Lots. No chain link or other wire mesh-type fences shall be permitted within Fox Bay. All fences shall be approved by the Architectural Review Committee prior to placement. For additional information, see the Architectural Guidelines.

J. ANTENNAS AND SATELLITE DISHES

1. No television antenna, satellite dish (except those less than 24" in diameter), radio receiver or similar device shall be attached to or installed on any Lot or any Living Unit or other structure on the Lot or any portion of the Properties, unless contained entirely within the interior of a building, and no radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with reception of other signals within The Properties.
2. Small satellite dishes as defined above shall be mounted to the Living unit or otherwise located to be hidden from the street. No chimney mounts shall be permitted. The Architectural Review Committee shall be notified and their approval given prior to installation of the dish.

K. BURNING

Burning or incineration of trash, refuse, leaves, limbs, and scrap of any kind is prohibited in Fox Bay by order of the Pearl River Valley Water Supply District, unless permit is secured from said District and made available to the Board of Directors.

L. STORAGE OF TRASH/GARBAGE

Each residence in Fox Bay shall contain enclosed space for the storage of trash and garbage containers. Placement of trash and garbage elsewhere on the Lot is prohibited. All trash and garbage must be placed in proper containers prior to placing at approved collection points for pickup.

M. STORAGE OF BUILDING MATERIALS

No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements. No building material shall be placed or stored in the street or between the curb and the property line during construction.

N. CLOTHESLINES/RELATED EQUIPMENT

1. No clotheslines shall be erected or maintained on any Lot, nor shall clothes, sheets, blankets, laundry of any kind, or any other articles be hung out or exposed in any of the yard portions of any of the Lots where exposed to public view or other Owners. Any improvements or equipment for the open air drying of laundry shall be screened from view by placing it at least six inches below the fence line surroundings such Lots.

O. SCREENING/PLACEMENT OF EQUIPMENT

1. Each property Owner must provide a screened area to accommodate air- conditioning compressors, gas meters, electrical equipment, and any necessary exterior storage so that such equipment and storage is not visible from the street or roadway.
2. No mechanical equipment such as a filter system for a swimming pool, compressor units, heat pumps or other similar type equipment may be located in such a way as to be visible from facing or front street, or from public view, or from other property Owners.

P. HOLIDAY DECORATIONS

All holiday decorations, including outdoor lighting and displays, shall be removed no later than fifteen (15) days after the holiday for which they are displayed.

Q. FIREARM USE

1. No firearm use (including but not limited to rifles, handguns, bows, and slingshots) is permitted in Fox Bay.
2. No hunting or trapping shall be permitted on any portion of the properties at any time.
3. The Rankin County Sheriff's Office will be notified of violations.

R. MAINTENANCE OF EASEMENT/COMMON AREAS

Each Owner shall be required at his or her expense to maintain the landscaping and vegetation of perpetual easements and/or Common Areas which lie between the Owner's Lot line and street curbs. Each Owner shall have the exclusive right of ingress, egress and use of perpetual easements that lie between the Owner's Lot line and the shoreline and/or wetlands.

S. INDIVIDUAL WATER/SEWER SYSTEM

1. No individual potable water supply system shall be permitted in Fox Bay. No individual sanitary sewer system (septic tanks, treatment plants, etc.) shall be permitted in Fox Bay.
2. All residences in Fox Bay shall be connected to the District's potable water distribution and sanitary sewage collection system.

T. ASSIGNMENT/LEASE

No Lots or Living Units shall be sold, assigned or leased under any time sharing, time interval or right-to-use or investments.

U. ACCESS TO PROPERTIES

The Developer/Board of Directors expressly reserves the right, but the Developer/Board of Directors shall not be obligated, to build bridges or walkways across any natural or man-made water area in, on, or abutting or contiguous to The Properties.

V. RULES OF THE DISTRICT AND THE CORPS. OF ENGINEER'S

The Board of Directors takes notice of the following rules and regulations established by the District and the Corps of Engineers:

1. The bridges crossing from Fox Bay to an existing spoil island shall be constructed on CCA-treated pilings and shall leave any marsh intact. The island shall not, however, become a part of The Properties and shall remain public property. The District makes no warranty or representation that such island will not be changed as a result of the effects of erosion or other natural elements and the District shall have no responsibility for maintenance of the island.
2. Nothing contained in the Lease limits the rights of the public to the use of any portion of the Ross Barnett Reservoir from time to time covered by water, including without limitation, the right of boating and fishing around structures built over or in the water by the Developer, its successors or assigns.
3. The District reserves the right to make such variations and fluctuation in the water level in the reservoir as in the sound discretion of its Board of Directors may be required from time to time for the proper operation and maintenance of the reservoir or for the maintenance of the minimum flow, and/or for the maintenance of water quality standards or the enhancement of fish and wildlife.
4. The fringe marsh, a federally protected wetland, cannot be disturbed, damaged, or removed in any way. This fringe marsh is found at the water's edge and continues to an approximate elevation of 297.5 feet, msl.
5. No riprap or other materials shall be used for bank stabilization. Natural vegetation shall be allowed to grow on the banks of the channel.
6. If Lots 71-75, which border a proposed boat channel and any other waterfront Lot requires a bulkhead, it shall be permitted on the landward side of the fringe marsh.
7. Any access to the water through any designated wetland shall be pile supported and the wetlands shall remain intact, and the pilings will be CCA treated.
8. Any individual piers or boat docks at these Lots shall be constructed on pilings, leaving the marsh intact, and the dock shall run parallel to the bank.

RULES AND REGULATIONS

ADMENDMENT NO. 1 – SEPTEMBER 15,2005

This amendment shall have the same force and effect as if it were adopted with the Rules and Regulations adopted by the Board of Directors on May 5, 2005.

STORAGE/PLACEMENT OF MISCELLANEOUS ITEMS

Miscellaneous items including, but not limited to, yard and garden implements and equipment, sporting equipment, toys, outdoor cooking equipment, and such other items that detract from the appearance of the neighborhood shall not be stored where visible from the facing or front street or from public view. Any such miscellaneous items shall be stored in garages, or in appropriately fenced backyards.

RULES AND REGULATIONS AMENDMENT NO.2- FEBRUARY 20,2006

This amendment shall have the same force and effect as if it were adopted with the Rules and Regulations adopted by the Board of Directors on May 5, 2005.

RENTAL PROPERTIES

Any owner who intends to rent or lease their home must execute and have the renter execute a "RENTER ACKNOWLEDGEMENT AND OWNER PRIVILEGES WAIVER FORM" on a form to be provided by the Fox Bay Owners' Association. The form must be properly executed and notarized before being considered by the Fox Bay Board of Directors.

The purpose of this form is to insure that potential renters have received, reviewed and agree to abide by the Fox Bay Homeowners' Association Declaration of Protective Covenants, By-Laws, Rules and Regulations, Architectural Guidelines, and other such rules as may be in effect to or enacted from time to time. The waiver allows the renter the use of Fox Bay's amenities (pool, clubhouse, tennis courts, boat launch, etc.) in place of the homeowner.

By executing this form, the homeowner waives any and all rights to usage of the above listed amenities during the duration of the lease or rental. The homeowner further agrees to the transfer of his/her privileges during said period to the renter listed on the form.

The homeowner shall be responsible for payment of the annual homeowner assessments and any special assessments that may be set

from time to time. The homeowner shall also be responsible for any and all damages to Fox Bay facilities and amenities caused by the renter, and also for any violations by the renter of the Protective Covenants, By-laws, Rules and Regulations and any other such rules that are in force or may be added from time to time. These requirements are included (among other reasons) because the Fox Bay Owners' Association does not have authority to levy fines, etc. against a renter or lessee.

Failure to execute and deliver the above described form to the Fox Bay Homeowners' Association Board of Directors prior to the commencement of the rental/lease period will constitute a violation of the Rules and Regulations and subject to enforcement in accordance with Section II, Enforcement, of said Rules and Regulations.

RENTER ACKNOWLEDGEMENT AND
HOMEOWNER PRIVILEGES WAIVER

PLEASE PRINT:

HOMEOWNER'S NAME (S) _____

PROPERTY ADDRESS: _____

RENTER'S NAME (S) _____

RENTER/LESSEE ACKNOWLEDGEMENT

As renters of the property listed above, the members of my household and I acknowledge that we have received and reviewed the Fox Bay Owner's Association Declaration of Protective Covenants, By-Laws, Rules and Regulations, Architectural Guidelines and other such rules in effect or that may be enacted from time to time. We further agree to abide by the rules contained in those documents.

SIGNATURE _____ DATE _____

HOMEOWNERS PRIVILEGES WAIVER

As owner of the property listed above, I/We waive all our rights to, and agree that we will forego usage of Fox Bay amenities (pool, clubhouse, tennis courts, boat launch, etc.) and further, hereby transfer these rights and privileges to the renter/lessee listed above for the duration of the lease.

I/We further understand and agree that we are responsible for annual homeowner's assessments and any special assessments that may be set from time to time. I/We further understand and agree to be responsible for acts of the renter that violate any rules established by the Fox Bay Owners' Association Inc.

SIGNATURE _____ DATE _____

NEW ADDRESS _____

PHONE NO. _____ LEASE EXPIRATION _____

PERSONALLY appeared before me, the above listed homeowner and renter/leasee, this the _____ day of _____, 20__, within my jurisdiction, both having acknowledged they are legally authorized to execute the above and foregoing instrument.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

AMENDMENT NO. 3 – Adopted August 21, 2007

This amendment shall have the same force and effect as if it were adopted with the Rules and Regulations adopted by the Board of Directors on May 5, 2005.

II. ENFORCEMENT

Section II, Enforcement, shall be amended to include the following:

4. Subsequent violations of the same infraction shall result in a \$10.00 per day charge being imposed from the date of occurrence and continuing for up to thirty (30) days. If noncompliance continues, the provisions of Items 2 and 3 above shall be in effect. No written or oral notification shall be required, except to establish the date of occurrence.

AMENDMENT NO. 4 -- Adopted June 12, 2012

This amendment shall have the same force and effect as if it were adopted with the Rules and Regulations adopted by the Board of Directors on May 5, 2005.

AMEND Section II, Enforcement, as amended by AMENDMENT NO. 3, Adopted August 21, 2007, by deleting Section II in its entirety and inserting the following in lieu thereof:

II. ENFORCEMENT

Any complaints or evidence of non-compliance with the covenants, rules and regulations, or other such rules (Clubhouse, Pool, Tennis Courts, Architectural, etc.) shall be dealt with by the Board of Directors. Members are encouraged to notify a board member of any possible infraction(s) for consideration by the Board of Directors.

A. ENFORCEMENT PROCEDURES FOR RULES AND REGULATIONS AND/OR PROTECTIVE COVENANTS OTHER THAN FOR ANNUAL ASSESSMENTS

Except as otherwise provided for enforcing the payment and collection of Annual Assessments as prescribed in Paragraph B of this Section, upon the decision of the Board that an infraction (violation) of these rules and regulations and/or protective covenants has occurred, the following shall occur:

1. A certified letter (return receipt requested) shall be sent to the homeowner notifying him of the infraction with a request for a response and/or resolution within five (5) days of receipt of the letter.
2. In the absence of a response or compliance or return of the certified letter, a five dollar (\$5.00) per day charge shall be imposed beginning on the sixth day and continuing for up to thirty (30) days. If noncompliance continues beyond thirty (30) day, the charge shall be ten dollars (\$10.00) per day thereafter until such time as noncompliance is corrected or resolved.

3. Failure to pay the charges levied under this Paragraph A shall result in a lien being placed on the property in accordance with the Declaration of Protective Covenants.

4. Subsequent violations of the same infraction shall result in a ten dollar (\$10.00) per day charge being imposed from the date of occurrence and continuing for up to thirty (30) days. If noncompliance continues, the provisions of Items 2 and 3 above shall be in effect. No written or oral notification shall be required, except to establish the date of occurrence.

B. ENFORCEMENT PROCEDURES FOR PAYMENT OF ANNUAL ASSESSMENTS

1. Annual Assessments fixed and levied by the Board on the Owner of each lot, as provided under Article V of the Declaration of Protective Covenants, shall be due and payable on or before January 15 of the year for which the assessments are imposed.

2. Any Annual Assessment not paid within fifteen (15) days of the due date (on or before January 31) shall be delinquent and shall subject the Owner to a late charge of One Hundred Dollars (\$100.00) added to the assessment and shall result in a continuous lien upon the property enforceable by judicial or non-judicial proceedings. An additional penalty of Five Dollars (5.00) per day shall be charged for any assessment that remains delinquent on and after March 1.

3. In addition to the above, an Owner delinquent in the payment of any assessment, late charges or penalties shall be liable for all costs to the Association for collection of such assessments, late charges and penalties, including reasonable attorneys' fees, court costs and filing fees.

4. The Board shall cause written notice to be sent by certified mail (return receipt requested) to any Owner who fails to pay the Annual Assessment by January 31, informing such Owner of the late charge that has accrued, the resulting lien upon the property and the penalties and collection costs that will accrue if the Annual Assessment remains delinquent.

C. TEMPORARY SUSPENSION

The Board of Directors reserves the right to temporarily suspend these rules and Regulations, or any portion thereof, in the event of fire, flood, tornado, or other acts of nature.