

## RULES AND REGULATIONS

### HERON LAKES CONDOMINIUM ASSOCIATION, INC.

THE BOARD OF DIRECTORS HAS APPROVED AND ADOPTED THE FOLLOWING REVISED RULES AND REGULATIONS FOR HERON LAKES ASSOCIATION, INC. THIS DOCUMENT IS BINDING ON ALL UNIT OWNERS.

#### 1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS

A. No unit owner shall make any alteration to the exterior of his/her unit or allow any structural modification to his/her unit, without prior written application to, and written consent, of the Board.

B. Unit owners wishing to enclose lanai areas, or make any changes or modifications affecting the use and appearance of his/her unit must submit plans, petition and obtain written consent of the Board before work is started

C. No windows shall be tinted and no tinted glass shall be installed without the prior written consent of the Board.

D. No screening shall be replaced other than with screening of the same material and color as originally exists, without the prior written consent of the Board.

E. Any consent of the Board for any improvement may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

2. AIR CONDITIONERS - Only built-in air conditioners are permitted. No wall or window air conditioning is permitted in any unit.

3. EXTERIOR APPEARANCE - Each unit owner shall maintain his/her unit, and especially the exterior of the unit, in a clean and orderly manner, and in a way which will not cause offense to any other unit owner.

A. All debris on the exterior of a unit shall be picked up and placed in the appropriate containers.

B. No linen, towels, and clothing of any type shall be placed or hung on the exterior of any unit.

C. Sidewalks, entranceways, vestibules are to be kept free of obstruction and encumbrance. No carriages, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in these areas, but shall be kept within privacy walls, until such time that removal is necessary. SEE HURRICANE PREPARATION, Item 9.

D. No antennas, aerials, discs or wiring may be placed or installed on the exterior of a unit.

4. COMPLAINTS - unit owners shall register complaints by notifying the management company at the address and telephone number listed at the end of this document.

5. **CONDUCT** - No person shall engage in loud and boisterous or other disorderly , profane, indecent or unlawful conduct on any portion of the Heron Lakes Association property, including without limitation, inside any dwelling unit or in any common area.

6. **DAMAGES** - Unit owners shall be responsible for any damage caused by any person(s) using his/her unit, whether as guests, lessees or service people. The cost of repairs to common areas, including but not limited to the condominium buildings and landscaped areas, shall be the sole responsibility of such unit owner.

7. **FLAMMABLE MATERIALS** - No flammable, combustible or explosive fluid, chemical or substance shall be kept within any condominium unit. Gas grills and propane fuel must be used only on the exterior of the units, and shall not be permitted in any enclosed or screened-in lanai area. All propane tanks must be emptied before leaving the premises for extended periods.

#### 8. **GUEST OCCUPANCY**

A. All temporary guests are required to comply with all of the rules and regulations of the condominium association, as well as those pertaining to the East Village recreational facilities.

B. The Board reserves the right to limit the number of temporary guests that can occupy a unit at any time.

C. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

9. **HURRICANE PREPARATIONS** - Unit owners who plan to be absent from their units during the hurricane season **MUST** prepare their units prior to departure by:

A. Removing all furniture, bicycles, plants and other moveable objects from the exterior portion of the unit. Nothing shall remain outside that can be tossed by strong winds, causing damage to other units or common elements.

B. Designating a responsible firm or individual to care for his/her unit should that unit suffer hurricane damage, and furnish the name and address of that firm or person to the management company.

C. Any unit owner failing to make necessary hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements.

#### 10. **INSURANCE**

A. No unit owner shall cause or permit anything to be done or kept in his/her unit which will increase the rate of insurance for Heron Lakes Association, Inc.

B. The insurance coverage afforded through the Association provides hazard insurance for Heron Lakes buildings. Such insurance does not include coverage for personal property and liability expenses for individual unit owners. Therefore, it is strongly recommended that such coverage be obtained by each unit owner.

## 11. PARKING

- A. Parking areas allotted to each unit shall be used only by residents and their guests. The only vehicles allowed in these areas are automobiles, vans, and other vehicles commonly used as private passenger land conveyances.
- B. Boats, commercial vehicles, motorcycles, trailers, and RVs are not permitted to park within the Heron Lakes community.
- C. Any vehicle which cannot operate under its own power is not permitted to be parked on Heron Lakes property.
- D. No disabled vehicle shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle is permitted nor shall any vehicle be placed upon blocks, jacks, or similar devices, anywhere on Heron Lakes property.
- E. Vehicles improperly parked will be subject to towing, the expense for which will be the sole responsibility of the owner of the vehicle or unit owner.
- F. Parking is not permitted on any grassy areas of the Heron Lakes property.
- G. Commercial vehicles making delivery to or from, or providing services to any unit or common elements are allowed temporary parking to accomplish those tasks.
- H. Visitors are encouraged to park in the designated VISITORS PARKING area.

12. **PERSONAL PROPERTY** - The personal property of unit owners shall be stored inside his/her unit and shall not be stored or left in or on other portions of the common elements of Heron Lakes property.

13. **PEST CONTROL** - All unit owners are required to permit employees of pest control companies contracted by the Association to enter their units at regularly scheduled times to perform pest control services.

14. **PETS** - For present owners not meeting the following conditions, an exception is made for present pets, only. For new owners, the following rules will apply:

- A. Except with the written consent of the Board, which may be granted or withheld in the sole discretion of the Board, only one cat and/or one dog is permitted in any unit.
- B. No pet is permitted which creates, in the judgment of the Board, a source of unreasonable noise or annoyance to other residents.
- C. No pet may be kept outside of any unit in the absence of any resident of the unit.
- D. All pets must be carried or walked on a leash at all times.
- E. Pet owners are required to remove waste material of the animal.
- F. Litter boxes must be kept inside the owner's unit.
- G. No pets may be kept, bred or maintained for any commercial purpose.
- H. Unit owner will be responsible for any damage caused by pets kept in their unit, either that of his/her pet, or that of guests or lessees.
- I. Breeds, classified as aggressive, i.e., pit bulls, rottweilers, etc., are not permitted.

15. **PLANTINGS WITHIN PRIVACY WALLS** - All plant maintenance and landscaping within privacy walls are the sole responsibility of the unit owner. To discourage the process of wood rot,

- A. All exterior flowering plants and bushes must be trimmed back and kept away from condominium exteriors and privacy walls.
- B. Hanging plants must not touch or hang directly over the top of the privacy wall.

**16. RENTALS /SALES - Heron Lakes is a residential community, consisting of year-around and winter residents. It is the desire of the present Board and earlier Boards to retain that aspect. Therefore, the Board issues these rules regarding the rental of units:**

- A. Units shall not be used for commercial or business purposes.**
- B. Rentals are permitted for a period of not fewer than 90 consecutive days.**
- C. A \$50.00 fee is required, payable to Heron Lakes Condominium Association, and must accompany application forms for each unit to be rented or sold.**
- D. All rentals/sales must be listed with the Heron Lakes management company and must be approved by the Board of Directors, prior to occupancy.**
- E. The management company will deliver copies of all rules and regulations for Heron Lakes and East Village Recreation facilities to renters and owners.**
- F. The management company will oversee rental units to insure adherence to all rules and regulations.**

**17. RIGHT TO ENTER IN EMERGENCIES - In case of emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the causes of such emergency.**

**18. ROOF - No person shall be permitted upon the roof of any building without the prior consent of the Board.**

**19. SIGNS**

- A. Signs, advertisements, notices or other lettering are not permitted on any part of the outside of each unit except by prior written consent of the Board.**
- B. By edict of the emergency control services, all numerals indicating unit addresses must be clearly visible and legible. To insure continuity of appearance, the numerals for each unit shall be of the same color and material.**

**20. TRASH AND RECYCLABLES**

- A. All refuse and recyclables, including bottles, cans, reading material, garbage and trash shall be placed only in those containers and areas designed for such purpose.**
- B. Unit owners are not allowed to deposit trash and/or garbage in or around the Heron Court shed area.**

**21. WINDOW AND DOOR TREATMENTS**

- A. No awning, canopy, shutter or other projection shall be attached to or placed on the outside walls or doors of the condominium units without the prior written consent of the Board.**
- B. Unit owners wishing to install hurricane storm barriers for doors and windows must obtain prior written consent of the Board.**

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