

RULES AND REGULATIONS FOR HERITAGE KEY VILLAS

As Revised by the Board if Directors and member vote, February 15, 2016

All capitalized terms used in these Rules and Regulations have the same meaning as the identical terms used in the Declaration of Covenants, Conditions and Restrictions of **Heritage Key Villas** (as amended from time to time). The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Property shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Units and the Common Property; nor shall any carts, bicycles, carriages, chairs, tables, or any other objects be stored therein, except in areas (if any) designated by Board for such purposes.
2. The personal property of Owners and occupants must be stored in their respective Units.
3. All terraces and balconies must be kept in neatly and orderly, and each Owner is responsible for the cleanliness of Owner's terrace or balcony. Patio type furniture, plants and folding chairs are permitted to be kept on terraces and balconies. Any other items must have prior written approval of Board. No linens, clothes, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, terraces, balconies, or other portions of the Units visible from the exterior or the Common Property.
4. Outdoor cooking and grilling is permitted only on the ground floor of a Unit. If a grill or summer kitchen is attached to any improvement on a Unit, the grill or summer kitchen facility must either have been: (i) installed by Developer when Developer initially constructed the Unit, or (ii) installed by Owner after receiving the prior approval of Board, and; for so long as Developer is offering Units in the normal course of business. Cooking or grilling is prohibited on any terrace or balcony above the first floor.
5. No Owner or occupant shall permit anything to fall from a window or door of the Unit; nor sweep or throw from the Unit any dirt or other substance onto any of the terraces, balconies, or elsewhere in the Villas Property.
6. No garbage shall be deposited on the Villas Property except as permitted by Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage is to be thrown in the trash compactor **NOT OVER THE WALL**, a \$100.00 fine for non-compliance.
7. Employees of Association are not to be sent out by Owners or occupants for personal errands. Board shall be solely responsible for directing and supervising employees of Association.
8. No repair of vehicles shall be made on the Villas Property, without prior approval of board.
9. No Owner or occupant shall make or permit any disturbing noises by Owners or Owner's family, servants, employees, agents, visitors, licensees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts, or conveniences of other Owners or occupants, including areas constituting Common Property within the Community. No Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier in areas constituting Common Property or in Owner's Unit in such a manner as to unreasonably disturb or annoy other Owners or occupants.
10. No radio or television, mechanical or electronic installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

11. Except as otherwise may be provided in the Governing Documents, no sign, notice, other display or advertising may be posted, displayed, maintained, inscribed, painted, or affixed on any part of the Villas Property without the prior written approval of the Board. Provided further that signs, regardless of size, used by Developer, its successors and assigns, for advertising and marketing during the construction, sale, leasing and rental of the Community shall be exempt from this restriction.

12. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any Unit, in any parking space, or on any Common Property except those used for ordinary household purposes and in accordance with applicable law.

13. An Owner who plans to be absent during the hurricane season must prepare such Owner's Unit prior to Owner's departure by designating a responsible firm or individual to care for Owner's Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and by furnishing Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of Association.

14. No Owner or occupant shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, balconies or windows of any building on the Villas Property. Curtains and drapes or linings thereof which face on exterior windows or glass doors of Units shall be subject to approval by Board. Blinds affixed to windows or glass doors of Units must be vertical blinds of a neutral color, such as cream, ivory, or white and shall be subject to approval by Board. Owners may, however, display one portable, removable United States flag. In addition, Owners may display, in a respectful way, on Armed Forces Day, Memorial Day, Independence Day and Veterans' Day, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

15. No air-conditioning units may be installed by the Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved by Board. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

16. No exterior antennae shall be permitted on the Villas Property, provided that Association or Developer shall have the right, but not the obligation, to install and maintain community antennae, radio and television cables and lines and security and communication systems.

17. Children are the direct responsibility of their parents or legal guardians, including full supervision of them while within the Villas Property and including full compliance by them with the Governing Documents. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering or using the Common Property.

18. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Villas Property unless required pursuant to the Americans With Disabilities Act and except in accordance with the following, in addition to the other Governing Documents:

- a) An Owner may have common domestic pets limited to birds, aquarium-kept tropical fish, cats and dogs. The combined weight of an Owner's dog(s) and cat (s) is one hundred (100) pounds. No horses, hogs, pigs, cattle, goats, sheep, snakes or other reptiles, chickens or other fowl or poultry shall be permitted. Pit bulldogs, Doberman Pinschers, Rottweiler's or other similar breeds which may, in the sole discretion of Board, have the potential for vicious or dangerous behavior are prohibited. No pet may be kept, bred or maintained for any commercial purpose whatsoever or become a nuisance or annoyance to other Owners or occupants. Numbers in excess of a total of two (2) household pets (other than aquarium kept tropical fish) shall prima facie be considered unreasonable. All persons with pets must pick up all solid wastes of their pets and dispose of such wastes appropriately. Every time pet owner is told to pick-up after their pets, they will be fined \$100.00.
- b) Notwithstanding the foregoing provisions permitting common domestic pets, no reptiles, animals, birds or other pets may be kept, raised or maintained on the Villas Property under circumstances which, in the good faith judgment of Board, constitute an unreasonable annoyance, nuisance, or safety hazard to owners, guests and invitees or any unreasonable interference with the comfortable and quiet use, occupancy, and enjoyment of the Villas Property. In furtherance of the

foregoing, no household pet shall be permitted to make an unreasonable amount of noise, disturb the peace or otherwise become an annoyance or nuisance. All household pets shall be kept indoors. Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed or carried by hand at all times when outside a Unit. Except for normal ingress and egress to a Unit, pets may only be maintained on those portions of the Common Property specifically designated for the use of pets by Board and Developer for so long as Developer holds any Units for sale in the normal course of business. No pet shall be left unattended on a balcony, terrace or patio.

- c) Without limiting the generality of other provisions of this paragraph, violations of this paragraph shall entitle Association to all of its rights and remedies including the right to fine an Owner or to require any pet to be permanently removed from the Villas Property on three (3) days' written notice. Failure of an Owner to do so shall entitle Association to obtain an order from a court of competent jurisdiction enforcing the decision of Board. All costs incurred by Association incident to all such actions, including reasonable attorneys' costs and fees, shall be recoverable against the offending Owner. Failure to abide by the restrictions may also result in a fine being levied by Association. In no event shall a dog or cat ever be allowed to be walked or taken on or about any recreational facilities in the Villas Property.

19. The use of any rooms constituting the Common Property for parties and other gatherings is subject to prior reservation and use fee with Association and the making of such damage/cleaning deposit as Board may require from time to time.

20. Bathers are required to wear footwear and shirts and cover their bathing suits in lobbies and any enclosed recreation facilities. No wet suits allowed in clubhouse area.

21. Smoking is prohibited in all indoor areas of the Common Property,

22. Each Owner shall comply with local ordinances and FEMA Guidelines with respect to any storage of items below the base flood elevation, if any.

23. Vehicular parking is only permitted on those areas designated on the Plat or as otherwise provided in this Declaration. There shall be no other parking on the roadways or in other locations in the Community. All motorized vehicles are to be properly tagged, in operational condition and parked properly in a designated parking space. Automotive repair work of any kind is prohibited in the community, unless approval of board. A maximum of two (2) vehicles per unit is permitted. If there are (3) then there is a charge of \$20 per month for that third vehicle and the third vehicle needs to be parked in phase II area or where there is suitable parking, leaving room for other units.

24. No Owner or occupant shall give the gate entrance code to any individual who is not a resident of Heritage Key Villas. Failure to adhere to this policy will result in a \$100. Fine for non-compliance.

25. The use of guns is prohibited on Heritage Key Property.

26. If a dish for satellite tv is going to be used by the unit owner or the tenant the following need to be observed: The dish can not be attached to any part of the building. The dish dimensions can not be bigger than 23" x 32". It must be placed within the mulch and cannot hang over into the grass or over the sidewalk to interfere with the lawn care or people walking on the sidewalk. All cables must not intertwine with bushes or landscaping. If they are, Heritage Key Association, nor any landscaping company is responsible for any damages caused to the dish or cables while doing landscaping care.

27. Fireworks are prohibited on Heritage Key Property.

28. Every Owner, Owner's family, occupants, tenants, servants, employees, agents, visitors, and licensees shall maintain decorum and cooperation in all interactions with Community staff and representatives, including security.

29. Every Owner and occupant shall comply with the Governing Documents. Failure of an Owner or occupant to so comply shall be grounds for action which may include an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the discretion of Board, a fine or fines may be imposed on an Owner for failure of an Owner, the

Owner's family, guests, invitees, lessees, or employees, to comply with any Governing Documents, provided that the following procedures are followed:

- a) Notice. Association shall notify Owner of the infraction or infractions. Included in the notice shall be the opportunity for a hearing before a committee of Owners ("Committee") on a date not less than (10) days after notice at which time Owner or occupant shall present reasons why penalties should not be imposed.
- b) Hearing. The non-compliance shall be presented to the Committee after which the Committee shall hear reasons why penalties should not be imposed. A written decision of the Committee shall be submitted. If the Committee does not agree with the fine it may not be levied.
- c) Fines. The Committee may impose fines against the applicable Owner up to the maximum amount of \$100.00 per violation and each day of a continuous violation may be considered a separate violation, or \$1000 in the aggregate.
- d) Violations. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident, one (1) for each day of such continuation.
- e) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- f) Allocation of Fines. All monies received from fines shall be allocated as directed by the Committee.
- g) Non-Exclusive Remedy. These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which Association may otherwise be entitled to recover by law from such Owner or occupant.

30. These Rules and Regulations shall apply to all Owners and occupants even if not specifically so stated. Board shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations on written request therefore and good cause shown in the sole opinion of Board.

31. In accordance with 720-305(3) F.S., Section 7.4(a)(ii) of the Declaration, and Section 3.17(d) of the Bylaws, the Association shall suspend the vote attributable to an Owner's Unit if the Owner is more than ninety (90) days in arrears in payment of the regular annual assessment.

As amended 2/15/2016