HERITAGE GREENS COMMUNITY ASSOCIATION, INC.
c/o Guardian Property Management
Attn: Rob Ritchie, LCAM
6704 Lone Oak Boulevard
Naples, Florida 34109

COMMUNITY ASSOCIATION RULES AND REGULATIONS

The Community Association Board has two aspects of responsibility to the Community stated below. As such, the Board has established Rules and Regulations to succeed at each aspect of its responsibilities to the Community. Namely…

- To set rules for Neighborhood Associations to adopt and enforce pertaining to usage of homeowner properties ++
- To set rules pertaining to usage of community property and recreational areas

++The Community Association Board acknowledges Neighborhood Associations have their own set of Homeowner Rules and Regulations; hence, in situations where duplication exists, the more stringent language for any given rule prevails and is controlling.

These Rules and Regulations ("Rules") of Heritage Greens Community Association, Inc. ("Association") shall be deemed in effect when majority vote by the Community Association Board of Directors so adopts, until amended and shall apply to, and be binding upon, all Unit Owners within Heritage Greens, their families, Guests, Tenants and other persons for whom the Unit Owners are responsible.

The Community Association Board of Directors may, from time to time, adopt new Rules or amend or repeal previously adopted Rules. Any waivers, consents or approvals given under these Rules by the Community Association Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval. All capitalized words and phrases are defined in the Declaration of Covenants, Conditions and Restrictions for Heritage Greens, as amended, ("Declaration"). Capitalized words are defined in the Declaration.

SECTION A: USAGE OF HOMEOWNER PROPERTIES

1. **RESTRICTIONS GOVERNING USE OF RESIDENTIAL UNITS AND LOTS**: Use of the Living Units and other Community Association Property shall be subject to the following restrictions:

1.1. Residential Use. Every residence within Heritage Greens may only be used by one family and its temporary guests, and for no other use purpose (please refer to each Neighborhood Association documents for a definition of guests). Multiple family cohabitation is not permitted (multi-family defined as those not related by blood) unless approved by Neighborhood Association. No time-sharing, business or commercial activity shall be conducted in, or from, any home or garage which creates foot traffic.

1.2. Proper and Lawful Use; Governing Document Compliance. No immoral, improper,

offensive, or unlawful use shall be made of a Unit, the Association Property or any part thereof. All laws, ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, repair, replacement, and modification of Living Units shall be the same as is elsewhere herein specified. All Owners, including their family members, Guests and Tenants shall be subject to, and comply with, the Governing Documents and rights of the Community Association to have knowledge of all persons in occupancy within Heritage Greens.

1.3. The enforcement of covenants conditions, restrictions and agreements applicable to the various Neighborhood Association within the Community is primarily the function and duty of the respective Neighborhood Association. However, it is the intent of this provision that the Community Association exercise its enforcement power with respect to Neighborhood Covenants, but only after the Neighborhood Associations primarily responsible for enforcement of their respective Association has received notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory and timely manner. In such cases the Community Association has the right to intervene and solve Neighborhood compliance issues.

1.4. **Homeowner Occupancy.** At the time of home sale application, all individuals over the age of eighteen (18) intending to occupy a Living Unit on a regular basis (regular defined as occupying the residence as their primary or secondary place to live) must be:

At Initial Sale

- Listed on the legal paperwork (Home Sales Application) filed with Neighborhood Association and Property Management firm for that Neighborhood Association. It is the intent of this rule for all adults occupying a residence to be screened in accordance with the Neighborhood Associations guidelines.
- The Community Association Board recognizes that rules for each Neighborhood Association may vary in terms of requirements for a background check or other conditions for occupancy. **The more stringent occupancy rules (Neighborhood Association versus Community Association) or language prevails and shall be controlling.**
- Note: In situations where Neighborhood Associations do not currently have supporting occupancy rules and requirements, the Community Association Board encourages adoption of such rules to become uniform with other Neighborhood Associations.
- Each Neighborhood Association President must approve all Home Sale applications before forwarding on to Community Association President for approval. Once Community Association President has approved the application, the Community Association President will forward to the Community Association Property Manager to add occupants to the Community resident roster, including them as persons living in the Community.
- Registered residents are entitled to usage of common grounds, security entrance into the Community, all rights as a member of the Community. Non-registered residents may miss certain opportunities and privileges since unknown to the Community Association.
- Guests of homeowners are considered by the Community Association as temporary Guests, provided they occupy the residence for less than 60 days in a calendar year. Anyone staying longer than 60 days is considered a regular occupant and should be registered with

the Neighborhood Association by submitting an application for residency, requiring a criminal background check if the Neighborhood Association documents so state. Once these individuals become registered occupants, and are approved residents by the Neighborhood Association Board, are entitled to all privileges given to other residents.

After Initial Sale

- Following initial sale, notification of subsequent occupants over the age of 18 years wishing to become a residence of a living unit must be known to Community Association Property Management firm, and placed on the Community roster to gain privileges as a resident of Heritage Greens.
- The Community Association property management firm will check all requests made by unit occupants against the roster. Only registered residents will be granted Community privileges.

1.5. Leasing of Units. No Living Unit may be leased or rented for a period of less than 30 days (with the exception of February which is 28 days). Neighborhood Association Governing Documents may establish stricter standards for their Neighborhood which shall then be controlling for their leased units. It is recommended by the Community Association Board that all leased units perform background checks on every individual living in a leased unit.

Initial Lease Applicant

- At the time of initial application, all individuals over the age of eighteen (18) intending to live in the Leased Unit as their primary or secondary place of residency are subject a criminal background check performed by the Neighborhood Association's property management firm, at the applicant's expense.
- All leases for whatever duration of time must be approved, or denied, by the Neighborhood Association Board of Directors and conform to the governing documents for that Neighborhood Association. A copy of the lease application (indicating all persons to be in residence during the lease term) and lease agreement must remain on file during its active term with the Community Association's property management firm as well as the Neighborhood Association.

Additional Applicant(s) for Same Property

- Subsequent to the initial and active lease application, current tenants wishing to allow other adults (over the age of 18 years) to join their lease, must follow these steps prior to new resident(s) moving in:
    - First, gaining permission from the unit homeowner
    - Unit owner agreeing with this request for additional tenants moving in, must submit an amended lease application for new adult(s) and submit the amended lease to the Neighborhood Association Board for approval.
    - Unit owner agrees to allow the Neighborhood Association property management firm to perform a criminal background check for each new person 18 years or older moving into their leased unit prior to their moving in, at new tenant(s) expense.
    - New application tenants must receive a favorable criminal background check to be

permitted to occupy the leased unit.

- Neighborhood Association Board transmits a copy of approved application to Community Association property management firm for inclusion to Heritage Greens Community roster.

1.6. Parking.

- Boats, trailers, semitrailers, or house trailers of any kind, campers, motorhomes, busses, truck campers, or disabled, inoperative or unlicensed motor vehicles of any kind may not be parked or kept in a driveway or elsewhere in the Community, unless the vehicle can be fully enclosed inside a garage. Notwithstanding the foregoing, operative vehicles of the above description may be:
  - parked on a driveway located within the front yard of a residence for a period not to exceed 48 hours within any given 7-day period for purposes of loading and unloading and/or cleaning prior to, or after, a trip so long as a temporary permit has been obtained from the Collier County Code Enforcement Department authorizing this activity. Permit must be affixed to the operative Recreational Vehicle and visible from the street.
- Commercial vehicles can only be parked on the street or driveway for a duration of work being performed at that residence, but not parked overnight.
- The parking of 2-axle, non-commercial pickup trucks and vans is permitted for vehicles that meet all of the following requirements:

  1. The vehicle bears no exterior signage.
  2. The vehicle, if a van, must have windows on all side panels and seating capacity throughout.
  3. No tools, ladders, pipes, equipment, merchandise, racks, material or supplies are regularly kept or stored in the vehicle where visible to others.
  4. The vehicle may not be used as a domicile or residence, either permanent or temporary, while on Community Property.
- Parking or storing vehicles on the grassed or landscaped areas throughout the Community is prohibited, and parking violations will result in the vehicle towed at the owner's expense, Motor vehicles may only be parked in paved driveways, or garages, designated for parking.
- Vehicles may not be left parked on the street between 1:00am to 5:30am, (considered overnight parking), and will result in ticketing or being towed, at owner's expense.
- Guests intending to stay past 1:00am, or overnight, should park off the street in homeowner's driveway or garage, or may utilize parking spaces at the Community Center with a clearly visible note on vehicle dashboard identifying house address they are visiting. This rule is subject to Neighborhood Association guidelines.

1.7. Landscaping. Any landscaping modification outside of routine maintenance or a Neighborhood Association Board sponsored landscaping project, requires an AR application, if the work will modify, add, or improve the landscape appearance. Routine maintenance, either by homeowner or Neighborhood Association Board, does not require an AR application (See Design Review Guidelines for instructions). Most landscaping within Heritage Greens is managed by the Neighborhood Association Boards, except for single family homes. Homeowners in the single-family community maintain their own properties. However, the following regular landscape maintenance applies to all residences within the Community:

- Any replacement palm or hardwood trees must be trimmed/maintained at a minimum of every two (2) years or sooner depending on growth rate, as suggested by an arborist.

- Hardwood tree trimming will adhere to the following guidelines: Must be trimmed to a height of 14 feet off of sidewalks where applicable and must be trimmed to a height of 15 feet off of roadways, where applicable so as not to obstruct pedestrian traffic on sidewalks and large truck traffic on roads. Trees must be trimmed every 1-2 years dependent on growth rate and proximity of branches to sidewalks and roadways and must maintain a canopy look. Branches should not be allowed to extend over the roadway to become an interference with trucks passing under. Trees must be trimmed around all FPL light poles to allow for adequate street/sidewalk lighting after dark.

- All shrubbery or plantings (including grass) must be trimmed back from sidewalks at all times. No walkway shall be blocked at any time by vegetation.

- Plantings of flowers and/or shrubs around trees and mailboxes are permitted, provided they are trimmed to a reasonable height or width and do not impede access or cause a safety issue from postal courier's vehicle or homeowner access to the mailbox.

- Stone, gravel, or paving may not be used as a substitute for grass in a lawn as dictated by the governing documents.

- Irrigation must be in good working order on all properties. This not only promotes the growth of lawns and plantings, it also contributes to adequate pressure and coverage on other properties. Degradation to the irrigation on any property can negatively impact surrounding properties; this includes broken heads and irrigation lines to cause pressure issues along the system. At certain times of downed irrigation system, homeowners may be required to water their own sod and shrubs until the issue can be fixed.

- Regular lawn maintenance (once weekly during fast grow Season, and every other week during Winter months) is necessary to maintain a healthy lawn; this includes mowing, edging, irrigation checks, weed, disease, and pesticide treatment of said lawns.

- Mulching of tree beds and flowerbeds shall occur at a minimum of every two years, or sooner if bare spots are visible.

- Mulch or optional small pebble stone is allowed to provide drainage in areas around foundation of residence to retard erosion.

1.8. **Outdoor equipment.** Outdoor equipment such as hose reels, pool and spa equipment, sprinkler pumps, and air conditioners and permanent generators must not be readily visible from the street or must be screened by landscaping to obscure visibility.

1.9. **Refuse Containers.** No Owner or Occupant shall dispose of trash and garbage except in the manner specified by the applicable trash collection franchise or company. Garbage and/or recycling containers shall not be put out to the curb before 6pm the night before scheduled pickup days and shall be removed from curbside by 8pm the day of pickup. At all other times, such containers must be stored in the garage, or in places not readily visible from the street or shielded from sight by landscaping.

1.10. **Air conditioners/Window Fans**. No window or wall air conditioners or fans are permitted. Appropriate window dressings are required (no sheets, newspapers, blankets, etc. allowed as window dressing).

1.11. **Roof Cleaning**. Roofs must be kept clean and free of mildew, mold and soiling. A regular schedule for roof cleaning/power washing must be maintained by the homeowner or Neighborhood Association.

1.12. **Driveway cleaning**. A regular schedule for driveway cleaning/power washing must be maintained by the homeowners or Neighborhood Association. Driveways must be kept clean and free of mildew, mold or grease or oil soiling. If vehicle repairs are conducted in driveways, the Owner or Occupant shall make provisions to keep it clean from grease, oil or other soiling.

1.13. **Signs**. No signs, banners, billboards or advertisements of any kind are allowed to be posted on homeowner's property including construction/contractor signs, political signs, or religious banners, signs, or flags for an indefinite duration of time (other than holiday decoration duration mentioned in section 1.14 below) with the exception of Security signs (i.e. ADT). Signs, banners or flags (other than those not permitted) must be small, approximately 14 wide X 25 long and may only be displayed in close proximity to courtyard area and discrete to limit visibility from the street. Signs, banners, or decorative flags must be properly secured not to cause obstruction or encroachment on neighboring properties. Realty signs may not be posted for indefinite periods of time but may be posted on property lawns to draw attention to the property being shown, but only on days of open house. (See 1.15 below for further instructions on Real Estate Open House signs).

1.14. **Holiday Decorations.** Holiday decorations are allowed in the month the holiday occurs and must be taken down within 14 days after the holiday concludes. Religious banners, flags, or signs are only permitted for the holiday duration, provided they:

- meet the size requirements of approximately 14 inches wide X 25 inches long, acceptable and conforming to the community, and are securely affixed to keep them in a location confined to their property and not become a nuisance to surrounding neighbors.

1.15. **Flags.** Display of the American flag and/or erection of a flagpole only may be permitted according to Florida State Statutes Section 720.304(2). Small (approximately 14 inches wide X 25 inches long) decorative yard flags may be flown at any time and should be displayed in courtyard areas with limited visibility from the street. Small sports fan flags/banners (approximately 14 inches wide X 25 inches long) may be flown for a limited duration during championships or playoff games, so long as they have limited visibility from the street and are removed within days of the special sports events.

1.16. **Realty Open Houses.** Open houses in Heritage Greens are allowed on Saturdays and/or Sundays only. Open house signs to advertise an open house are permitted and must conform to the standard size and design set by the real estate industry. Realty open house signs may be posted at the Community entrance and at the property sale location and may only remain for the duration of the open house hours, but must be removed daily.

1.17. **Electrical boxes (above ground) and water pipes**. Utility boxes and pipes installed by Collier County or any other local government entity must be screened by landscaping with allowance around the structures for county monitoring or maintenance.

1.18. **Garage Doors.** Garage doors must remain closed during daylight hours unless egress/digress from property or active work/activity is occurring from garage and/or the driveway.

- Acceptable style of garage door must be raised or flat panel with a reasonable number (one or two rows) of glass inserts are permitted and should be within a style and type consistent with other doors in the community.

- Garage door color will be harmonious and congruent with the exterior house color palette on display with the exterior color palette at the Clubhouse.

- Decorative hardware for garage doors, if approved by Community Association ARC, will only be approved if found to be conforming to community and an enhancement.

1.19. **Entry Doors**

- Entry doors may be solid, 6-panel raised or have glass inserts in the door conforming to other styles used at properties within the community.

- Refer to your Neighborhood Association documents for any restrictions regarding entry doors.

- Entry doors must be painted/stained white or comply with the approved color choice for that residence, coming from the approved color palette (i.e. the same as the exterior house color body or trim). No colors other than those on the color palette are permitted.

1.20. **Yard Decorations/Statues/Fountains/Ornamentation** may be on display in courtyards or flower beds, close to the house and discrete to limit visibility from the street.

1.21. **Basketball hoops and other recreational equipment.** Portable basketball hoops permitted, not more than one hoop per house. Temporary movable basketball hoop stands are allowed to be placed in the driveway, however, no permanent structure is allowed; they must be upright at all times and stored away from the street and when not in use. Hoops are prohibited from being mounted directly on the house or cemented into the ground. Hoops may not be used in the street.

1.22. **Yard sales.** Yard and garage sales are permitted at each home by County permit, but only during the Community Association sponsored and scheduled dates and times which shall be set by the Community Association Board of Directors, once in the Spring and again in the Fall. There shall be no other, individual or neighborhood yard sales within the community throughout the year.

1.23. **Mailboxes.** Mailbox styles and colors shall be determined by each Neighborhood Association and the responsibility thereof shall also be determined by said Neighborhood Association.

1.24. **Pets.** Pets must be either leashed or under the owner's arm at all times when outdoors. Walk areas for pets should be confined to sidewalks and street curb. Walking of pets on golf course or

behind any property is not permitted. These areas are private property and off limits to walking dogs. Pets shall not be left outside unattended unless within a screened in lanai. The pet owner is responsible for removal of pet waste at all times. Numbers and size of pets are governed by each Neighborhood Association's governing documents. Some Neighborhood Associations do not permit tenants to keep pets in rental units, refer to your Neighborhood Association documents for additional rules since they vary by Association.

1.25. Fences/Walls/Hedges. Any fencing around a pool (where there is absence of a screened pool cage) shall be white, and adhere to Collier County guidelines.

1.26. Exterior Lighting. Whenever applicable the homeowner (or Neighborhood Association) is responsible for maintaining any sensors for exterior lighting. Exterior lights should be harmonious with surrounding homes. Spot lighting to illuminate only your house/landscaping, may be located no closer to the street than the right of way. Light poles/posts should be repainted or replaced in original colors.

1.27. Equipment. Excluding basketball hoops, all lawn furniture, barbecue equipment (in Neighborhood Associations where permitted) toys, bikes, play equipment should be located at the rear of the house. Equipment should not be in the side or front yards. Play equipment must be located at least 3 feet from property lines. Hose caddies affixed to the home or enclosed in appropriate container and screened with vegetation, may be in the front of the house.

SECTION B: USAGE OF COMMUNITY PROPERTY AND RECREATIONAL AREAS

2. **RULES GOVERNING USAGE OF COMMUNITY PROPERTY AND RECREATIIONAL AREAS:** Use of the Community property and recreational areas shall be subject to the following:

RESPONSIBILITY:

1. With respect to the use of Community Association property, including the recreational areas, an Owner shall be held responsible for the actions and conduct of his/her family members, guests, invitees, and tenants while using Community property or recreational areas. Decorum, respectful conduct to others, non-abusive behavior or language, and safety shall be observed and strictly enforced when owners or their invitees are on Community Association property.
2. Any damage to Community Association property, including the recreational areas or equipment therein, which is caused by any Owner or family member, guest, invitee, or tenant of the Owner shall be repaired or replaced at the Owner's expense.
3. Use of the recreational areas by persons other than an Owner or their family members, guests, invitees, or tenants is strictly prohibited and shall be at the risk of those involved and not, in any respect, the risk of the Community Association Board or its property management firm.
4. The Community Association shall not be responsible for any personal injury or any loss or damage to personal property at the recreational areas, regardless of where such property is kept, checked, left, or stored on the premises.

GENERAL USE RESTRICTIONS

1. The recreational areas shall be solely for the use of the Owner and his family members, guests, invitees, or tenants, subject to the provisions of the Community Association documents.
2. Adult residents shall accompany their guests or invitees to the recreation areas. For the purposes of these rules, the term adult shall mean a resident of the community who is 21 years of age or

older.

3. Pets are not permitted in the recreational or pool areas of Community Association property at any time. This is a Health Department rule. This rule is exempt to individuals owning a registered service animal.
4. The walkways and entrances of the recreational areas and facilities shall not be obstructed or used for any purpose other than ingress and egress.
5. A 3-foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked.

CLEANLINESS:

1. Littering is prohibited to cause debris to any Community Association property, including the recreational areas. Owners, their family members, guests, invitees, and tenants shall remove or properly dispose of all rubbish, garbage, trash, refuse, or other waste materials generated during their respective use within any recreational facilities or other Community Association property.
2. No personal belongings shall be allowed to stand or be kept overnight on any Community Association property.
3. No garbage cans other than those provided by the Community Association, supplies, water bottles, or other articles shall be placed or left within the Community Association property, including within the recreational areas.

POOL AREA USAGE AT COMMUNITY CENTER:

1. No lifeguard is on duty at the Community Association pool, All persons using the pool do so at their own risk. An adult 21 years or older must accompany children under 12 years of age or younger during their usage of the pool or pool area at all times.
2. The Community Association and its Board of Directors assumes no responsibility for any incident or personal injury or for any loss or damage to personal property arising out of, or in connection with, the use of the pool and/or the pool area. Persons using the pool or pool area agree not to hold the Community Association or the Board of Directors liable for actions of any nature occurring with using the pool area.
3. Pool hours are from dawn to dusk. Usage of the pool area before or after posted and allowable timeframes are a violation. Outdoor recreation lights are turned off no later than 10:00 p.m. No use prior to 8:00 a.m. or at any time, shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the pool area.
4. Wheelchair, strollers, child waist and arm flotation devices are permitted in the pool. No rafts and similar flotation devices shall be permitted in the pool area.
5. No glass containers or other breakable objects are permitted in the pool area.
6. All belongings shall be removed when the user is leaving the pool area. The Community Association and its Board of Directors shall not be responsible for any belonging lost or stolen.

CODE OF CONDUCT IN POOL AREA AT COMMUNITY CENTER:

1. No nude swimming is allowed at any age. Children wearing diapers must wear rubber pants over the diapers while in the pool.
2. No intoxicants shall be permitted in the pool area.
3. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins, or exercise equipment is permitted in the pool area.
4. No running, pushing, rough play, no dunking, profane language, diving, or jumping is permitted in the pool area.
5. No radios, tape or CD players, portable TV, or electronic devices are permitted in the pool area without use of headphones.

HEALTH AD SAFETY CONSIDERATIONS:

1. All persons wishing to use the Community Center pool shall shower prior to entering the pool
2. No soaps or shampoos shall be used at the poolside shower
3. Persons wearing bandages, having colds, coughs, inflamed eyes, infections, or open sores should not use the pool
4. In accordance with Health Department regulations, no food, drink, or animals/pets, are permitted in the pool or on the pool deck. Registered service animals wearing service animal certification vest will be permitted in the pool deck area but not in the pool.

USE OF POOL FURNITURE AND EQUIPMENT AT COMMUNITY CENTER:

1. Pool furniture shall not be removed from the pool area.
2. Pool furniture shall not be reserved for anyone not in the pool area.
3. Pool furniture and equipment shall not be modified, altered, or changed in any manner.
4. Towels shall be placed on pool furniture when in use.

TENNIS/BASKETBALL COURT USAGE:

1. Players shall play at their own risk of injury.
2. Tennis/basketball courts are open for play between 8:00a.m. to 10:00p.m.
3. Private lessons shall not be given during prime playing hours (5:00 p.m. to 9:00 p.m.).
4. Play shall be limited to one and a half hours for doubles play, and one hour for singles play. Play may continue providing no other players are waiting for the court when time limit concludes.
5. Tennis/basketball court usage is restricted to playing of tennis, unless basketball court time has been reserved.
6. No one shall be permitted on the tennis/basketball courts except those persons playing tennis, or basketball under reservation times.
7. Roller skates, skateboards, roller blades, bicycles, scooters, balls (other than tennis balls or basketball) are prohibited when time has been reserved, or other play or exercise equipment is prohibited on the courts.
8. Children 12 years of age and younger shall be accompanied by a supervising adult 21 years of age or older and shall not disrupt the play of others.
9. No intoxicants or food shall be permitted on the courts.
10. All belongings shall be removed from the courts when play is complete. The Association and its Board shall not be responsible for belonging lost or stolen.

CODE OF CONDUCT ON TENNIS/BASKETBALL COURTS

1. During morning hours (8:00a.m. to noon), players shall maintain low noise levels.
1. Players or spectators shall not use boisterous or profane language.
2. Walking behind the playing area while a point is being played is prohibited.
3. Entering or leaving a court shall occur when the play of other players is between points.
4. No swimsuits or bare chests shall be allowed.
5. Only sneaker shall be worn on the courts. Black soled sneakers are prohibited.

RESERVATION SCHEDULE TO BE MAINTAINED:

1. Reservations for play shall not be made earlier than the day before the requested time.
2. Names of all players shall be posted with the requested time.
3. Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
4. The same players may sign up for unassigned court time on the same day.
5. Court time shall be forfeited if players do not show within 10 minutes of their reserved time.
6. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations for a start time.

CLUBHOUSE USE:

1. Clubhouse hours are 6:00a.m. to 10:00p.m. Time extensions for social or community events may be granted at the discretion of the Community Association Board and/or Community Association management company. Activities outside the Clubhouse shall not be allowed after 10:00p.m. unless Community Association sponsored events are open to all members.
2. All persons 12 years of age and younger shall be accompanied by an Owner 21 years of age or older while inside the clubhouse.
3. The Clubhouse shall not be used for religious services with the following exceptions: table decorations of a lighted Chanukah Menorah and Christmas tree, or other reasonable religious displays approved by the Board of Directors, may be displayed in the Clubhouse during December holiday season, and removed by 14 days following the holiday season.
4. No immoral, offensive, or unlawful use shall be made at the Clubhouse. All laws and regulations of all applicable government entities shall be strictly observed.
5. Equipment and supplies shall not be stored in any location other than as specifically approved by the Community Association Board of Directors.
6. No signs, notices, or photos shall be posted on any walls or windows of the clubhouse, other than on bulletin boards, if made available by the Community Association for that specific purpose.

CODE OF CONDUCT WHILE IN CLUBHOUSE:

1. No smoking in the Clubhouse or any rooms within the clubhouse are allowed.
2. Proper attire shall be worn in the Clubhouse.
3. Bare feet, bare chests, and swimsuits are prohibited within the Clubhouse, other than to use the bathroom facilities provided that entry to and exit from the Clubhouse is made through the back doors leading directly from the pool area.
4. When the Clubhouse social hall and kitchen have been reserved for a private event by a Owner/renter, no other Owners, their guests, or tenants are permitted in the social hall and kitchen. Access to use the bathroom facilities may be made via the doors from the pool area side.

RENTING OF THE SOCIAL HALL AND KITCHEN.

1. Renting of the social hall and kitchen by Owners and Neighborhood Board approved Renters is permitted for exclusive use for a private party by following the reservation method stated below.
2. An application form shall be obtained from the Community Association property management firm by calling them directly, or can be found on the Community Association website under "Forms". Follow the instructions for filling out the form.
3. Since this is a reservation system, it is approved on a first come basis for any date and time, so it is advisable requests be made at minimum 2 weeks in advance of the event date, ensuring approval to finalize your arrangements.
4. The Community Association property management firm reviews all requested reservations and shall contact the owner/renter requesting the reservation to advise of approval, or a conflict on date requested will assist with selecting an alternate date.
5. The Community Association property management firm enters the reservation in the Community Association website calendar to ensure it is posted, to avoid a conflict of others attempting to use the social hall on the same date and time.
6. A deposit shall be due and payable at the time of reservation for all social events reserved by owners/renters in an amount determined by the Community Association Board of Directors. The amount of the deposit may be amended by the Community Association Board of Directors from time to time. The check must be submitted to the Community Association property management firm together with the application form before they will start the reservation process.
7. The amount of the deposit is indicated on the reservation form, and held as a security deposit until after the event. If no damage to the social hall, bathrooms, or kitchen are discovered, the security

deposit will be returned.

8. Owners/renters or any other authorized person reserving the social hall and kitchen shall have the care, custody, and control of the social hall and kitchen during the period the facility is reserved to them, and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the social hall and kitchen, its furniture, equipment, accessories, appliances, and the like which were damaged or destroyed.
9. Owners/renters or authorized persons reserving the social hall and kitchen shall be responsible for the care and cleaning of the facility, including the kitchen, at the conclusion of their event. All furnishings and equipment shall be replaced to their original locations, but under no circumstances shall any furnishings or appliances be removed from the social hall or kitchen.

RULES FOR USE OF THE EXERCISE ROOM/GYM:

1. Gym hours are 6:00a.m. to 10:00p.m., and open 7-days per week, unless a sign is posted at the gym to advise it is closed for a stated reason.
2. All equipment shall be used at the risk of the person exercising.
3. Children under 12 years of age are not permitted alone in the exercise room at any time.
4. Children 12 to 16 years of age must be under the supervision of a resident adult 21 years of age or older.
5. Teens between 17 to 20 years of age are welcome to use the gym equipment when they exhibit responsible and respectful regard for the equipment. Those who abuse the equipment will be banned from using equipment unless under the supervision of a resident adult 21 years of age or older.
6. Athletic shoes and shirts shall be worn in the gym at all times.
7. As a courtesy to others, people exercising should be aware that others may use the gym at the same time as them.
8. There is a 30-minute limitation for using all cardio-vascular equipment when someone is waiting for that same equipment,
9. All equipment should be wiped down after usage by each equipment user.

PRIVATELY OWNED GOLF CARTS AND OTHER MOTORIZED CONVEYANCES:

1. Privately owned golf carts operated within Heritage Greens must be driven by a person who has a valid driver's license or a learner's permit, issued by the Florida Department of Highway Safety and Motor Vehicles. Learner's permits require that a person be 15 years of age. Operators older than 12 years of age may drive a golf cart in the community when accompanied by a licensed driver, 21 years or older, seated adjacent to the vehicle operator.
2. Golf carts may only be used on the streets within Heritage Greens, not operated on the sidewalks, except to cross them.
3. Operators of golf carts must follow all rules of the road, as outlined in the Florida Motor Vehicle Statutes.
4. All occupants in a golf cart must be seated, in a seat, based on the cart design. No occupant is allowed to stand in the cart while it is in motion.
5. To operate the golf cart at night or before sunrise, a golf cart must be equipped with headlights, brake lights, and turn signals. Operators of golf carts without turn signals must use hand signals.
6. Golf carts must be housed overnight in a garage, not in a driveway, on the lawn, or in a lanai.
7. These rules do not cover low speed vehicles (LSV) as defined in Florida Statute Section 320.01(42) to be legal in the community. Any LSV must comply with this State Statute.
8. The operation of gas or electric powered stand-up scooters, go-peds, unlicensed mopeds, all ATVs and dirt bikes are prohibited within the Community.

3. COMPLIANCE AND ENFORCEMENT. Every Owner and all, Guests, Tenants, and Occupants of Residences, shall at all times be governed by and comply with the Community Association's Governing

Documents, including these Rules and Regulations of the Community Association, and Florida law. Actions of the Community Association Board or its agents will work independently of any violation activity undertaken by the Neighborhood Association Board, its Committees or agents. However, each shall inform the other of any violation activity taking place on any property to avoid duplication of effort. The protective covenants, conditions, rules and regulations and restrictions and other provisions promulgated by the Community Association Board shall apply to all Community Owners regardless of Neighborhood Association, as well as to any other person occupying any Residence as an Owner or Tenant or Guest, and to the members of their family and all other Occupants, Guests and Invitees. Failure of an Owner to notify any person of the existence of the rules or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Community Association Board of the power to enforce these provisions. Each Owner shall be jointly and severally responsible for any and all violations by his or her Tenants, Residents, Occupants, Guests, Invitees and family members, and by any other persons with his or her express or implied permission, at any time. Before undertaking any remedial, disciplinary or enforcement action against a person in question of a violation, the Community Association Board shall give the owner of the property in question, plus the Neighborhood Association Board, notice of the alleged violation, except in emergencies. (i.e. hurricanes, inclement weather events). Disagreements concerning violations including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Community Association Board of Directors or other designated committee of the Community Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Actions at law or in equity, or both, to readdress alleged failure or refusal to comply with these provisions may be brought by the Community Association or by any Owner against (i) the Association; (ii) an Owner; (iii) any Director or Officer of the Community Association who willfully and knowingly fails to comply with these provisions; and (iv) any tenants, Guests, or invitees occupying a Residence or using the Common Areas. The Community Association, if the prevailing party in a proceeding, is entitled to recover reasonable attorney's fees and costs.

3.1. Enforcement Action. Enforcement of the covenants and restrictions may be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain such violation or to recover damages. The additional enforcement mechanisms described below shall not be construed to be exclusive remedies of the Association, and shall exist in addition to all other rights and remedies to which the Community Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damage which the Community Association may otherwise be entitled to recover by law.

- **Summary Abatement.** Pursuant to Sections 1.32, 5.6, 5.26, 12.2 of the Declaration, violation of certain conditions or restrictions of the Governing Documents shall also give the Community Association, in addition to all other remedies, the right to enter upon the land where such violation exists, about five (5) days, after a notice (except in the case of an emergency), and summarily abate, remove any construction, landscaping, and debris and repair or otherwise cure any violations of the Governing Documents, at the expense of the Owner. The Community Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement, or removal. If any expense, including attorney's fees, is created by the Community Association under this provision, the Community Association shall send a statement of such expense to the offending Owner or Owners. If the statement is not paid in full within fourteen (14) days of the delivery of such statement, the Community Association may deem such expense to be a Service Charge Assessment and may file a claim of lien and enforce such lien pursuant to this Declaration and Florida law.

➢ **Suspension of Common Area Use Rights and Privileges.** The Community Association Board may suspend for cause for a period of time, the rights (of an Owner or an Owner's family, Guests, tenants, or invitees, or any combination) to use Common Areas and facilities due to any violations, and/or to suspend a homeowner's cable TV and internet services if homeowner is delinquent in dues payments to the Community Association. Services will be restored when delinquency dues are paid in full to the Community Association. Any of these infractions will cause the owner to be considered not in good standing with the Community during any violations to covenants or delinquency in dues. Therefore, by written notice to the owner, the owner will lose member privileges including suspension of an owner's voting privileges and right to attend Board meetings.

➢ **Fines Imposed.** The Community Association Board may levy fines if an Owner, Owner's family, Guests, tenants, invitees, or any combination of occupancy or guest, violates the provisions of the Governing Documents and/or continues to use the Common Areas while their rights are suspended. The fines shall be in a reasonable amount deemed necessary by the Community Association Board to deter future violations, but in no event shall the standard fine exceed $100.00 per day per violation, and shall be capped not to exceed $1,000 per violation. A fining schedule may be decided on by the Community Association Board and if so, shall either be included as an addendum to the Rules and Regulations or available upon request. Any fine schedule is subject to modification by the Community Association Board from time to time. In any action to recover a fine, including pre-litigation collection efforts, the prevailing party is entitled to collect its reasonable attorney's fees and costs for the non-prevailing party as determined by the court.

i. **Notice.** A fine or suspension may not be imposed without written notice of at least fourteen (14) days from Community Association Board, or its designee, to the person sought to be fined or suspended by certified mail, return receipt requested, with an additional copy by regular mail, hand delivery or electronic mail. The notice shall include the date and time for an opportunity for the owner of the property in question to be heard before the Appeals Committee organized pursuant to Section 3.2 below.

➢ **Conditions of Estoppel** Transfer or Sale Homes identified by the Appeals Committee as not in compliance to the Community due to Community Association Board approved Rules and Regulations or Architectural Standards (e.g. improper exterior house colors, trim colors, roof materials style or roof color, landscaping violations, any part of the exterior home structure cited as a violation) are subject to a condition of the property sale. These conditions of sale must remain with the Neighborhood Association's property management firm as well as with the Community Association property management firm and shall be duly noted in estoppel records against the property address and passed along as a condition of sale to be rectified by the new homeowner (or existing homeowner) prior to transfer of title.

3.2. Appeals Committee. With respect to fines and suspension of use rights, the Appeals Committee is appointed by Community Association Board of Directors and shall be comprised of not less than three (3) members, and not more than five (5) members, spanning a cross section of Neighborhood Associations, whenever possible. All appointees shall be in good standing within the Community and shall not be Officers, Directors, or employees of the Community Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Community Association. Appointments to Appeals Committee will be annually reviewed in January by the Community Association Board. There is no limit on the number of terms a person may be appointed to serve on the Appeals Committee, if annually approved by the Community Association Board.

3.3. All appeals committee members shall serve at the pleasure of the Community Association Board of Directors. Any member of the Appeals Committee may be removed or replaced at any time during an

active position, with or without cause, and without need for further resolution, on motion and majority vote of the Community Association Board of Directors. Any vacancy occurring on the Appeals Committee through death, resignation, or other termination reasons shall be promptly filled for the unexpired term by majority vote from Community Association Board of Directors. A resignation of any member tendered to the Community Association Board of Directors, once submitted, is not revocable.

➢ **Role of Appeals Committee**. At a duly-called and noticed meeting (subject to the quorum and notice requirements for Community Association Board meetings contained in the Bylaws of Heritage Greens Community Association, Inc.), the Appeals Committee shall review a cited violation together with stating Community Association Board recommended fine or suspension proposed by the Community Association Board and confirm or deny the fine or suspension by response back to the Community Association Board. Any member of the Community Association Board may attend Appeals Meetings to represent the full Board, observe the hearing, and/or participate in the process. The hearing shall proceed in the following manner:

- Presentation of case by Board representative or manager – proof/evidence of the violation(s) should be presented
- Homeowner response as to: (i) why they believe there is no violation; and/or (ii) why they believe the fine should not be levied.
- If necessary, the Appeals Committee members should then conduct a question and answer session of the parties to garner the information needed to confirm, or disagree with, the fine imposed by the Community Association Board.
- After the parties have sufficiently presented their cases and answered all questions the parties should leave and allow the Appeals Committee to discuss and make their decision, to uphold the Community Association Board fine, or recommend a substitute remedy.

If the Appeals Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Thereafter, the Chair of Appeals Committee shall issue a "Report of Appeals Committee" and submit to Community Association Property Management firm to inform the Community Association Board of Directors of their decision to support (or not support) the violation in question along with a determination.

➢ **Notification of Committee Decision.** Upon a decision rendered by the Appeals Committee, the Community Association Property Manager shall issue a "Notice of Imposition (or Non- Imposition) of Fine or Suspension" including the Appeals Committee vote count to reflect committee disposition of each appeal. If the fine and/or suspension has been approved, it shall stand as levied and will be treated as a special charge due to the Community Association fourteen (14) days after written notice given to the owner.