

Heron Bay Master Association

Rules and Regulations



**Effective
April, 2021**

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1. INTRODUCTION

a) Scope and Purpose

This publication is intended for use by Heron Bay Home Owners and Residents. It contains the Rules and Regulations and all Appendices thereto (collectively the Rules and Regulations) which must be followed by all Heron Bay Home Owners and all residents, family members, guests, visitors, lessees, employees, contractors, invitees or other persons that the Homeowner brings onto the Property or allows to enter the Home (all of which shall collectively be referred to hereafter as “Residents”). The Rules and Regulations may be amended from time to time and are hereby incorporated by reference into the Heron Bay Community Documents including but not limited to the Community Documents and Master Community Documents.

b) Definitions

Any defined terms used in these Rules and Regulations shall have the same definitions as in the Heron Bay Community Documents including but not limited to the Heron Bay Design Guide unless otherwise defined herein.

c) Remedies

The Heron Bay Community Documents authorize the Board of Directors to enforce the covenants and restrictions contained therein including but not limited to the Community Documents, the Master Community Documents, the Heron Bay Design Guide, the Rules and Regulations promulgated by the Board, as amended from time to time, and the deed restrictions, and provide a variety of remedies, including but not limited to, enforcement assessments and legal costs, the filing of liens and specific enforcement. All the remedies set forth in the Heron Bay Community Documents are cumulative and not exclusive. No member of the Board shall be liable to any Owner for the failure to enforce any of the Heron Bay Community Documents at any time. The remedies provided for in the Heron Bay Community Documents are in addition to any remedies the Association may have under applicable law.

d) General Restrictions On Use

Nothing shall be done or kept in any of the Homes, Common Areas or Community Areas which will increase the rate of insurance for the Association without the prior written consent of the Board. No Homeowner shall permit anything to be done or kept in his/her Home, the Common Areas or on the Community Areas which will result in the cancellation of the Association’s insurance, including coverage for the common elements or contents thereof or which would be in violation of any law, ordinance or regulation.

2. GENERAL INFORMATION

a) The Heron Bay Communities

The Heron Bay Community is comprised of five communities: The Estates (including the Mansion), Beacon Point, The Landings, Vista Point, and Harbor Point. These communities are all governed by the Rules and Regulations contained in these documents and any appendices thereto, all as may be amended from time to time (the “Rules and Regulations”). The condominiums at Harbor Point have separate rules and regulations that apply to their community (the “Harbor Point Rules and Regulations”) in addition to these Rules and Regulations. If the Harbor Point Rules and Regulations conflict with these Rules and Regulations, or address an issue that is not contained within these Rules and Regulations, the Harbor Point Rules shall apply to a Home and/or Property located within Harbor Point.

b) Management Company

1. Associa/ Real Property Management

RPM is a full service Property management company utilized by the HOA in the management of our community. RPM can be reached during normal business hours Monday through Friday. Following are numbers at which RPM can be reached to handle requests.

2. Maintenance requests

The maintenance department can be reached 24 hours a day, year round at 614-766-6500. Only emergency requests will be handled during “off hours”. Homeowners will be charged for non-emergency after-hours calls. Any emergency request made during “off hours” will be handled by an on-call technician. If you have a request that is a non-emergency and would like the convenience of emailing feel free to e-mail at: customerservice@rpmanagement.com. Email is received during normal office hours only. You also have the option of using the Town Square app at www.townsq.io. Emergency maintenance issues should never use the e-mail or online options.

3. Rule and All General Questions/Inquires

The best method is to go to Request in the Town Square app at www.townsq.io to get questions answered anytime. If you are a first time user, please use the “Sign Up for a New Account” link. You will need your Heron Bay account number. You can also call all at 614-766-6500 or send an email to customerservice@rpmanagement.com.

4. Account Questions

Questions regarding your Association account will be handled by the accounting department at 614-766-6500. You may also contact the accounting department at rpmaccounting@rpmanagement.com for any questions you may have. You can view your account and make a payment online by using the Town Square app at: www.townsq.io. Once you have logged in, click on the account name in the top right corner of the page.

c) Architectural Control

Planning on doing some improvements or modifications to the exterior of your home, such as replacing your windows, improving your landscaping, expanding your patio or installing a satellite dish, hot tub or spa? Before proceeding with any projects, any changes affecting the exterior of your home, must first be approved in writing by the Heron Bay Master Association Design Control Committee (DCC). All replacements or improvements must be made with materials approved by the DCC. See the Heron Bay Design Guide for a list of improvements and modifications requiring DCC approval. For improvements, modifications, or replacements when the original design is being modified and for painting projects, please be sure to fill out and submit the DCC application along with all plans, pictures, drawings by downloading the fillable Heron Bay Design Application form from the Documents section of TownSq and uploading the completed form in the Requests section of TownSq.

Residents who are unable to access the application form from TownSq should contact RPM and ask for a form to be sent.

Checks for the application fee should be made out to REAL PROPERTY MANAGEMENT, INC. 5550 Blazer Parkway, Suite 175, Dublin, Ohio 43017. Please note on the memo that this is an application fee.

If your home is in the Harbor Point Community, do not use the DCC application. Use the existing Harbor Point process to request changes affecting the exterior of your unit that must first be approved by the Harbor Point Association. Certain modifications have been pre-approved by the Harbor Point Board. All other modifications or improvements must be submitted for review and approval according to the Harbor Point Rules and Regulations to the Harbor Point Board of Directors who will submit any such requests requiring DCC approval to the DCC pursuant to the Heron Bay Design Guide and these Rules and Regulations.

Written approval is required from the DCC before work can begin. Please see the DCC guidelines for further details. Please access the guidebook on the Heron Bay website at www.townsq.io. If you are a first time user, please use the “Sign Up for a New Account” link. You will need your Heron Bay account number.

d) Homeowner Assessments

Your Homeowner assessments are due on the first day of each quarter, January, April, July, and October. If you wish to use account coupons, they are available at a nominal fee. Amounts received after the 10th day of the month must include a late charge of \$25.00 and interest may be assessed. Homeowner assessments can be paid by check. Checks should be made payable to Heron Bay Master Association and the Owner’s account number should be noted on the check for proper posting. Owners can contact RPM for assistance. Payments should be mailed to Heron Bay Master Association, C/O Associa, Real Property Management, P.O. Box 105770, Atlanta, GA 30348. Owners can also pay via credit card, check, or auto deduct on-line through the Town Square app at www.townsq.io.

To authorize automatic payment of assessments, download the Direct Debit Authorization form from the Documents section of TownSq.

Homeowner assessments due and owing to the Heron Bay Master Association by Homeowners living in Harbor Point are submitted by the Harbor Point Association to the Heron Bay Master Association on a monthly basis.

For communities other than Harbor Point, Homeowner assessments are payable in quarterly installments. In the event that a Homeowner defaults on a quarterly payment or any other amount due and owing to the Association, regardless of the Community in which the Homeowner lives, the Association can file a lien on the Home accelerating the fees through the calendar year. In the event that the account is not brought current in a timely manner, the Association may also pursue foreclosure.

In the event that a Homeowner becomes delinquent, any legal costs associated with the collection of these amounts are assessed back to the Home Owner in accordance with the Community Documents and Master Community Documents.

e) Landscaping

The Association maintains the Common Areas throughout the community. This includes mowing, mulching, pruning, fertilization, weeding and leaf removal.

f) Snow Removal

Snow removal and salting of the streets is provided by the Homeowner Association on the streets within the community when snow accumulation exceeds 3" or at the direction of the Board or Management Company.

g) Fertilizing

Fertilizing takes place on the Common Areas within the Community by the Association periodically throughout the season. Small stakes will be posted throughout the common areas by the landscaping contractor informing when these treatments have been applied. Homeowners are prohibited from applying fertilizer to the Common Areas.

h) Trash Removal

The Heron Bay Master Association has contracted with Waste Management as the sole trash removal service provider in the community. You may make arrangements for trash pick-up with Waste Management by calling (866) 797-9018. Please let them know you are part of Heron Bay/Harbor Point HOA when setting up your account. Refuse containers may be set out from 5:00 p.m. on the day prior to trash pickup and removed by 10:00 p.m. on trash pickup day.

i) Home Owner Responsibility

Each Homeowner is responsible for full compliance with the Rules and Regulations by the Homeowner and all family members, guests, visitors, lessees, employees, contractors, invitees or other persons that the Homeowner brings or allows to enter the Home and/or the Property. Losses or damages to the Community Areas or Common Areas caused by a Homeowner or the Homeowner's family members, guests, visitors, lessees, employees, invitees or other invited persons shall be replaced, repaired or paid for by the responsible Homeowner upon written demand from the Board.

j) Roads

The roads and parking areas located within the Common Areas are owned, controlled and maintained by the Heron Bay Master Association. The rules for the use of the roads and parking areas are contained within these Rules and Regulations and will be enforced by the Heron Bay Master Association.

k) Recreational Facilities

The recreational facilities, including the pool, pavilion, basketball court, tennis courts, pickle ball courts, walking paths, dog park and playground area, are owned, controlled and maintained by the Heron Bay Master Association. The rules for use of these

amenities are contained within these Rules and Regulations as Appendix C, D, E F, and G and will be enforced by the Master Association. Access to these amenities is dependent upon paying assessments. All Homeowners, residents, family members, guests, visitors, lessees, employees, contractors, invitees or other persons that the Homeowner brings or allows to enter the Home and/or the property may be prohibited from using the amenities if the Homeowner is delinquent in paying assessments.

I) Important Numbers

| | |
|---|--------------|
| RPM - Maintenance, Accounts, Questions/Inquires | 614-766-6500 |
| Emergency | 911 |
| Perry County Sherriff Department | 740-342-4123 |
| Ohio Department of Natural Resources | 740-467-2690 |
| Waste Management | 866-797-9018 |
| Northern Perry County Water | 740-342-1065 |
| Thorn Township Zoning | 740-246-4808 |

3. THE TRAFFIC, VEHICLE AND PARKING REGULATIONS

a) Speed Limit

The speed limit on the property for all vehicles, including golf carts, is posted and ranges from 15 to 25 miles per hour.

b) Parking Permitted

Parking of vehicles is permitted only in garages or designated parking spaces in front of your garage. Parking of a passenger automobile, a passenger pick-up truck or a golf cart is allowed along roadways or in parking areas designated by the Board, but such passenger automobiles, passenger pick-up trucks and golf carts may not be parked for a period any longer than twelve hours in total.

c) Parking Prohibitions in Specified Areas

Parking of Vehicles is prohibited in the following areas:

1. In front of or within 5 feet of a Driveway.
2. In any Intersection.

3. Within 10 feet of any Fire Hydrant.
4. Within 20 feet of an Intersection.
5. Within 30 feet of a Stop Sign.
6. In such a manner as to leave less than 10 feet of the width of such surfaces for the free movement of other vehicular traffic.
7. In any other direction than the direction of travel on that side of Street in which the Vehicle is parked.
8. Vehicles parked along the street, Common Areas or Community Areas as guest parking, not resident overflow parking must be moved within a twelve hour time frame.
9. Overnight in the Pool parking lot.
10. In a handicapped spot unless a vehicle has a Permit visibly displayed.

d. Vehicles

Without the Board's prior, written approval, no boat, aircraft, trailer of any type, recreational vehicle, truck (not including a sports utility vehicle or a passenger pick-up truck) or any vehicle too large to fit in the owner's garage can be parked or stored on any part of the Property, except that:

1. A boat, trailer, recreational vehicle or truck may be parked in the garage and the garage door for such Homeowner Property must be kept fully closed at all times, or
2. A boat, trailer, recreational vehicle or truck may be parked within the driveway of a Homeowner's Property for the limited purpose of cleaning, loading and unloading the same in an expeditious manner (not to exceed 48 hours in any fourteen day period), or
3. A boat and trailer may be parked within the driveway of a Homeowner's Property for not more than seven days in the spring and seven days in the fall, for the purposes of providing maintenance prior to putting the boat in and out of the water for the season. The Board has the total discretion to determine and evaluate whether or not a boat and trailer is parked in compliance with this Rule, including determining whether or not the seven day period has been exceeded, or
4. Golf carts may be parked within the driveway of a Homeowner's Property, subject to rules adopted by the Board.

5. To apply for board's written approval of an exception to any of the above rules, submit the following via the Request section of TownSq at least 10 days in advance: Provide homeowner's name and address, dates of occurrence, hours that vehicle will be at owner's residence, type of vehicle, confirm that the vehicle will only be parked in the owner's driveway while at Heron Bay, and provide any other explanation that will help the board reach its decision.
6. All vehicles must be kept in a state of good and clean repair. All vehicles must have unexpired, registered license plates. Inoperable, excessively noisy, or polluting vehicles or equipment or vehicles on blocks or other disrepair, as solely determined by the Board, must not be operated or stored anywhere on the exterior of a Homeowner's Property or on Common Areas or Community Areas.
7. The Association, as determined by the Board, has the authority, in addition to all other remedies, to tow away and cause to be stored any vehicle or equipment that is in violation of this Rule, whether such vehicle belongs to an Owner. Charges for such towing and storage will be paid by the Owner responsible for such vehicle or equipment's presence. In addition, the Board may enforce these Rules by levying enforcement charges or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.
8. No vehicles may be stored for an extended period of time on a Homeowner's Property, other than inside a garage.

e) No Parking Zones

No Vehicle shall be parked on any roadway, Parking Area or other paved area of the Homeowner Property on or adjacent to a painted stripe, or painted "no parking" area, or on the side of a roadway next to and between "no parking" signs.

f) Obstruction of Traffic

No Vehicle shall be parked on any roadway, Parking Area or other paved area of the Homeowner Property in a manner that would make it difficult or impossible for fire or other emergency Vehicles or service Vehicles to travel over customary traffic lanes.

g) Semis

Absolutely no semis or tractor trailers are permitted in any Heron Bay Community, and no such vehicle may use any road in Heron Bay. Straight trucks must be used for moving. The

Association will impose an immediate \$500.00 enforcement assessment to the owner associated with allowing and /or directing a semi or tractor trailer onto the Association streets.

h) Bicycles and Skateboards

Absolutely no bicycles, skateboards or similar equipment may be used on the pool deck, basketball court, tennis court, pickle ball court, walking path, or boardwalk. Exercise care and courtesy when riding bicycles and skateboards on any permitted areas.

4. OCCUPANCY

a) Pets¹

1. Prohibited Animals and Pets

Except as expressly set forth below, animals and pets, including rabbits, livestock, reptiles, fowl, poultry, pigs, snakes or other reptiles, horse, exotic breeds, wild hybrids or any other animals of any kind are prohibited from being raised, bred or kept on any Owner's Property or Common Areas.

2. Permitted Pets

- a) The keeping of any permitted pet must comply with the restrictions contained in these Rules. Any dog, cat or other domestic, household pet permitted by the Board by these Rules is referred to as a "Permitted Pet."
- b) An Owner may have and keep a maximum total of:
 - two dogs (excluding, however, any dog of vicious breed, as is further defined below), and
 - two cats, and
 - other domestic, household pets (as defined by the Board).
- c) No Permitted Pet may, at any time, be kept, bred or maintained for any commercial purposes.
- d) The Board may mandate the permanent removal from the Association Properties of any Permitted Pet causing or creating a nuisance or

¹ The provisions of this Section 4.2(a) – (g) are contained in the Declaration.

unreasonable disturbance, upon fourteen days written notice from the Board.

- e) A Permitted Pet must be kept on an Owner's Property and only those portions of the Association Properties as the Board designates, unless the Permitted Pet is on a hand-held leash, being carried, or otherwise transported across the Association Properties.
- f) If an Owner has any non-Permitted Pet residing in their Property for 60 or more days prior to the date of the recording of the amendment to the Declaration that incorporates this Rule and registers such non-Permitted Pet with the Association within 90 days of the date of the recording of such amendment to the Declaration, the non-Permitted Pet is "grandfathered" and permitted to remain on the Association Properties until its demise or relocation off the Association Properties for a period of 30 or more consecutive days, at which time it may not be replaced. If an animal is considered "exotic," as the Board determines, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.
- g) A "vicious dog" means a dog that : (1) has caused injury, including death, to any person; (2) is defined or found to be a vicious dog under any State or local law, ordinance, or other regulation, or by a court of law; (3) has bitten or injured a person on the Association Properties; or (4) has bitten, injured, or killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored or permitted to remain on any part of the Association Properties for any length of time.

3. Pet Clean-Up

When walking their animal, Residents must have evidence of clean-up equipment and/or supplies with them and all animal defecation must be cleaned up immediately.

4. Pet Control

No pet shall be permitted into any Common Areas without being under the control of a person of suitable personal competency (a "suitable person"). This means all pets must be leashed and personally attended. It is not permissible to tether any pet in the Common or Limited Common Areas unless the pet is in close

proximity and under the control of a suitable person. Any leash or tether must not exceed 10 feet to permit the suitable person to maintain control of the pet.

b) Trash Disposal

1. Improper Disposal - No Home, garage, porch, deck, patio, driveway, Common Area, or other similar area shall be used or maintained as a dumping ground for refuse. Refuse means all garbage and rubbish (i.e., household matter). Please pick up any trash that may have fallen from your container.
2. Containers - Refuse shall be placed in containers provided for that purpose, and none shall be allowed to litter the Common Areas. Refuse containers are to be kept out of sight (i.e., in garage), except from 5:00 p.m. on the day prior to trash pickup and removed by 10:00 p.m. on trash pickup day.
3. Storage of Containers - No trash container may be stored on a front porch. Trash containers must be stored inside the garage or otherwise screened from the public view and protected from wind, animals, and other disturbances. No trash containers may be stored in Common Areas.
4. Construction Dumpsters - Disposal of refuse in construction dumpsters by Homeowners is not permitted unless the dumpster is located on the Homeowner's property. Dumpsters are allowed on a Homeowner's property only for a temporary time period in conjunction with a Home remodeling project or other Home project and only for the duration of that specific project. The dumpster must be removed upon completion of the project. For routine trash removal, all Homeowners must contract for trash removal services with Waste Management on an individual basis.

c) Rental and Commercial Uses

No Home, or portion of a Home, may be used for a purpose other than private Residential housing. No commercial uses shall be permitted other than for home offices where no customers or clients are received. An Owner or occupant may use a portion of the Owner's home for his/her office or studio, provided:

1. The activities within the Home do not interfere with any other Owner or Occupant's quiet enjoyment or comfort;

2. In compliance with all commercial and zoning restrictions, in no event will any part of the Home be used as a school (not including home schooling of a Home's residents or tutoring services), music recording studio, pornography studio, or medical laboratory;
3. That such use neither involves nonresident employees, staff, and/or independent contractors regularly working out of the Home (with the exception of maintenance, repair, or improvements done to the Home itself);
4. That such use does not result in walk-in traffic to the Home from the general public or from regular or repeated business invitees nor any door-to-door solicitation of other Owners or occupants;
5. Such use does not result in the Home becoming principally an office as distinct from a residence or in the Home developing a reputation as an office or commercial location;
6. Such use is not apparent or detectable by sight, sound, or smell from outside the Home;
7. Such use does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the Home, as determined by the Board; and
8. Such use does not constitute a hazardous or offensive use, or threaten other Owners' security or safety, all as the Board, in its sole determination, decides.²
9. The Owner's Properties or any part thereof will not be rented, leased or used by the Owners thereof for transient or hotel purposes, which will be defined as (a) rented for any period less than 12 full, consecutive calendar months (renewable for not less than twelve consecutive months), or (b) any rental arrangements wherein the occupants would be provided with typical hotel services, such as room service in connection with food and/or beverage, maid service, the furnishing of laundry and linen, and/or bellboy services and similar services, or (c) rental to roomers or boarders, that is, rental to one or more persons of a portion of an Owner's Property only, or (d) rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Other than the foregoing obligations, Owners have the right to lease the Owner's Property provided that the lease is in writing and made subject to the covenants and restrictions of the Declaration and these Rules. No lease may be of less than the entire Owner's Property. Sub-leasing of any Owner's Property, in whole or in part, is also prohibited. The Owner must provide the Board with then names and contact information of the persons leasing or occupying the Owner's Property, as well as

² The provisions of this Section, c) Rental and Commercial Uses(1-8) are contained in the Declaration

the time duration for when the lease is in effect. Harbor Point Condominium Association may adopt more restrictive provisions regarding the leasing of units within the condominium. c. The rental agreement shall specifically provide that any failure of a tenant to comply with the Community Documents shall be a default under the rental agreement.

10. The Homeowner shall provide a copy of each signed rental agreement to the Association, and each renewal thereof no later than the commencement of the lease. customerservice@rpmanagement.com
11. The Homeowner is responsible to the Association for damages, and is liable for any appropriate sanction which may be applicable for any violation of the Heron Bay Community Documents including but not limited to the applicable Community Documents, the By-Laws, Rules and Regulations, the Heron Bay Design Guide and the applicable deed restrictions committed by any Resident, renter or occupant of the Homeowner's home, or by any guest of the Homeowner or tenant. The Homeowner remains responsible for the payment of all Homeowner fees and assessments.

d) Noise

No Homeowner or Resident shall create, or permit a guest or invitee to create, any noise or other nuisance or condition originating in his Home, from his Property or from a Common Area that constitutes an unreasonable disturbance to another person that is audible outside his Home. Each Homeowner should particularly minimize noise intrusion of any form, including music, machinery and appliances from 11:00 p.m. to 7:00 a.m. If a Homeowner is performing work on a Home or having work performed on a Home, no work can begin work before 7:00 a.m. or continue after 7:00 p.m.

e) Common Areas

No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas and facilities, including the Limited Common Areas and facilities. The Common Areas and facilities and Limited Common Areas and facilities, including the patio areas, shall be kept free and clear of all rubbish, debris, animal waste and other unsightly or unsanitary materials. Losses or damages to Common Areas or Limited Common Areas, including damage to turf, caused by a Homeowner, a Resident or other invited person shall be replaced, repaired or paid for by the responsible Homeowner upon written demand from the Board. The use of Common Areas, such as the pool, tennis court, basketball court, pickle ball court, and dog park for private activities is not permitted.

f) New Homeowner

Promptly after the purchase of a Home, the new Homeowner shall notify the Heron Bay Homeowners Association, in writing, of the sale by providing Real Property Management (RPM) with the settlement statement and any funds collected at closing. In addition the following information is requested:

- Address to which the Homeowner wishes notices to be sent.
- Business and home telephone numbers as well as e-mail address.

The above information should be mailed to:

Heron Bay Master Association
Associa/Real Property Management, Inc.
5500 Blazer Parkway, Suite 175
Dublin, Ohio 43017
Or email customerservice@rpmanagement.com

g) Maintenance Standards

1. Each Homeowner within Heron Bay is responsible for the proper maintenance, repair and replacement of all portions and components of the Homeowner's home and property, including but not limited to part time residences, vacant homes, homes for sale, homes occupied by others, homes for rent and homes that are rented, in a reasonable state of good working order, condition and repair, in a reasonably clean, safe and sanitary condition, and in conformity with all applicable laws, ordinances and regulations. Homes, including but not limited to doors, windows, siding, trim, roofs, chimneys, foundations, stone trim, porches, decks, railings, steps, latticework, fences, garages, driveways, sidewalks, walkways, walls, trellises, pergolas, outbuildings and anything else relating to the Home must be kept painted, stained or sealed as appropriate and kept in good repair.³
2. Each lot within the Heron Bay Community, including but not limited to vacant lots, (the "Property") must be properly maintained. Grass no greater than 3 inches high, live trees existing at the time of the purchase of the Property, and plantings that are part of a landscape plan approved by the Heron Bay Design Control Committee are the only plant material allowed. Each Property owner is required to do the following with respect to the Property: (1) make

³ Provisions for Section, g) Maintenance Standards (1) are set contained in the Declaration

appropriate efforts to prevent weeds from growing on the Property and kill any weeds that appear; (2) keep trees, shrubs and other plant material trimmed, deadheaded, and under control; (3) remove any dead limbs, dead trees, trash of any kind, and scrub brush; (4) install and maintain rip rap on the shoreline of the Property as specified by the Board of Trustees of the Heron Bay Master Association (the "Master Association"); and (5) maintain in good repair any dock, shore station or other equipment associated with the dock located on the Property. Any materials removed from a Property must be disposed of in a manner that would remove such materials from the Heron Bay neighborhood. There shall be no dumping of such materials in any Common Areas in the lake, or on any other Property. Property owners will be provided 30 days from the time of a violation to remedy the violation.

5. ARCHITECTURAL CONTROL

a) Changes to Common Areas and Community Areas

No alteration of any kind shall be made to any Common Area or Community Area by an individual Homeowner or a group of without the approval of the Board.

b) Flag Placement

Standard sized US flags, State of Ohio flags, and all other flags authorized under Ohio State law including blue star banners, gold star banners, and other service flags designated as such by the Department of Defense may be displayed. Flag poles may only be installed in a yard with DCC approval and will only be approved if the pole conforms to US flag laws and regulations. Display of all other flags is prohibited except as specifically allowed by these Rules.

c) Approved Changes

All exterior changes are subject to review by and approval by the Design Control Committee (DCC). The latest version of the Heron Bay Design Guide can be downloaded from the Documents section of TownSq.

1. Time Limit - All improvements must be completed within 30 days of initial approval.

2. Clean-up - For safety and appearance, the work area must be cleaned-up at the end of each day.
3. Unapproved Changes- Any homeowners who incorporate changes without review and approval by the DCC may be subject to a fine by the Association.

d) Storm and Screen Combination Doors

Storm/screen doors must be approved by the DCC.

e) Mailboxes

1. Mailboxes are not required in Heron Bay; however, if a mailbox is installed, it must ensure continuity of design by following the approved mailbox details in terms of the mailbox design, color, and the numbers that are used. Please see the Heron Bay Design Guide for additional information.
2. No decorations or hanging items may be placed upon the mailbox or mailbox post other than local advertising that is placed upon a hook that may be located on the mailbox post.

f) Seasonal Decorations and Other Outside Display Materials

1. No inflatable decorations are permitted.
2. String lights and other lighted ornamental decorations are prohibited on porches, balconies and patio/fire pit areas and yards. Application for exception to this rule for use of lights for a special occasion may be obtained by contacting the DCC for approval thru Requests at least 10 days prior to the occasion.
3. Holiday lights are permitted as well as exterior lights that are intended for safety, security or aesthetic appeal. External lights must be shielded or hooded with the light generally concealed and pointed downward to prevent it from becoming a nuisance to neighbors. Lights with excessive glare or brightness are not permitted.
4. All exterior decorations including holiday lights must be removed within 2 weeks following the holiday except for December holiday decorations, which must be removed by January 21st.
5. Patriotic bunting may be temporarily tied to banisters, railings or other fixtures during holidays.
6. Decorative flags, including sports flags are permitted one per unit. A sport flag may be displayed in addition to another decorative flag if the sport flag is only displayed on game day and afterward for up to twenty-four hours. No oversize or offensive flags are permitted.

g) Landscaping

You must have prior written approval from the DCC before you change the size of existing plant beds or if you would like to add a new bed or add a tree. Written approval is also necessary for the addition of hardscaping such as a patio, sidewalk, steps or wall. Please see the Heron Bay Design Guide for additional information.

1. Prior approval is not required for the planting/replacement of annuals or perennials in the mulched beds that have already been approved by the DCC as part of your landscaping plan.
2. Flower pots are permitted if they complement the color scheme of the home.
3. Flowers may not be planted in beds around common street trees.
4. Plantings that a Homeowner has done in mulched areas (as permitted by these Rules) shall be the responsibility of the Homeowner to maintain. The Association shall not be responsible for any damage accidentally done to such planting by a grounds keeping crew. All dead plantings must be removed.
5. Vegetable gardens or sunflowers may not be planted anywhere. Vegetable plants in pots are permitted.
6. Flowerbeds or plantings are not to be planted or located anywhere along the outside edge of decks or patios if it infringes upon a Common Area.
7. Window boxes must be kept free of debris and dead plantings; otherwise, they must be removed. Artificial flowers and plant material are not permitted in a window box located on the ground level or first floor. Artificial flower and plant material are allowed in window boxes located on upper levels of the home provided that the flowers and plants look natural and are of a variety that can grow in the Climate Zone in which Heron Bay is located.
8. The contents of any annual flower beds planted by Residents must be removed by November 15 of each year.
9. Homeowners may clear the areas around their docks of spatterdock and/or water lilies by raking out the affected areas or by contracting with a commercial sprayer approved and licensed by the Ohio Department of Natural Resources. Homeowners may not use chemicals (not approved by ODNR) in the removal of spatterdock/water lilies.
10. Homeowners are encouraged to fertilize their lawns and landscaping. The use of fertilizers, pesticides or chemicals containing phosphates is prohibited without the Board's prior written approval.
- 11.** In the event of drought, the Board may initiate watering restrictions.

h) Firewood, Fire Pits, Fireworks

1. Firewood – Firewood may be stored on patios in limited quantities, but not in yards.
2. Chimineas/Portable Fire Pits – Chimineas and other portable fire pits are permitted. When in use, the chiminea must be 10 feet from any structure and the chiminea may not be left unattended until the fire is extinguished.
3. Built-in Fire Pits – Built-in Fire Pits must be submitted for approval by the DCC, and the location of the fire pit must be at least 10 feet from any structure. If a fire is ignited in a fire pit, the Homeowner must monitor the fire pit at all times and shall not leave the fire pit unattended until the fire is extinguished.

i) Porches and Balconies

1. Holiday seasonal lights are permitted on front and back porches.
2. Indoor/outdoor carpet is not permitted to cover front porches.
3. Indoor/outdoor area rugs are permitted if they are maintained in good condition.
4. Wind chimes are permitted as long as they do not cause a problem for neighboring homes.
5. Grills of any type are not permitted on front porches. Please store your cooled grill behind your home or within your garage. Operating a grill inside of a home's garage is prohibited.
6. Storage of personal property is not permitted on porches or patios other than outdoor furniture designated for use on such porches or patios. Outdoor recreation equipment such as floats, inflatable towable devices, tubes, life jackets and fishing poles must be stored in garages or on boats when not in use.

j) Toys and Equipment

1. Wading pools – Children's wading pools are not permitted unless they are put away after each use and stored inside your home, garage or carriage house.
2. Play equipment – Portable play and leisure equipment, basketball hoops, small plastic slides, etc. are permitted to be used, but when not in use, items must be stored inside your home, garage or carriage house.
3. Bicycles – Bicycles may not be stored on porches, and must be stored in your home, garage or carriage house when not in use.

4. Free Standing Structures, Storage Buildings, Containers, and Sheds – No building, structure, or object of a temporary or permanent nature that is not physically connected to and interfaced with a Home’s structure, including but not limited to sheds, pool houses, gazebos, trailers, storage containers, pet houses, shelters, or shacks are permitted on any Home’s property; however, structures known as carriage houses that are approved by the DCC are permitted on a Home’s property.⁴
5. Kayaks, canoes and paddle boats may be stored outside on the lake side of the home, and on their docks, if they are well-maintained and in a manner that is unobtrusive to neighbors. Flotation devices such as inflatables and mats are not permitted to be stored outside the home including on docks.
6. Golf carts must be stored inside a garage, carriage house, or other similar outbuilding.

k) Signs

Unless approved in writing by the Board, no signs or other advertising devices of any kind will be erected on a Homeowner’s property. The following signage is approved: For Sale signs do not require prior approval if they are limited to two standard sized realtor or “for sale by owner” signs, one in the front yard and one in the back yard, and a standard holder designed to hold flyers giving details about the home. In addition, small signs indicating the presence of a security system or an invisible fence do not require prior approval.⁵

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| <h2>6. BOAT SLIP USE AND RENTALS/SHORE STATION CANOPIES/WINTER BOAT STORAGE</h2> |
|---|

a) Boat Slip Use and Rentals

Homeowners may only allow others who reside in the Heron Bay Communities to use or rent their Boat Slips. Homeowners may allow guests staying in their residence to use their boat slips for up to seventy-two hours.

b) Shore Station Canopies

⁴ The provisions of this Section are contained in the Declaration

⁵ The provision for this Section is contained in the Declaration

The use of shore station canopies or any other structure (temporary or permanent) designed to cover a boat or other watercraft, other than standard canvas covers or other covers mounted directly on the boat or other watercraft, is not permitted.

c) Winter Boat Storage

No boat or other watercraft may be stored or kept for any length of time on the lake, waterway, canals or docks during the period of time from November 15th until March 1st. No storage units or containers, such as lockers or dock boxes, may be installed or placed on a dock.

7. ENFORCEMENT

a) Distribution of Rules

A copy of these Rules and Regulations shall be distributed to all Homeowners. Homeowners are responsible for distributing the Rules to their tenants and all Residents of the Home.

b) Enforcement Assessments

1. The Heron Bay Master Association may levy enforcement assessments on Homeowners who violate (or whose invitees or tenants violate) any section of the Heron Bay Community. These enforcement assessments are in addition to any other remedy provided for in the Heron Bay Community Documents.
2. Enforcement assessments shall be assessed in amounts such as the Board of Directors may approve, from time to time, not to exceed \$500.00 per singular infraction of any provision of the Heron Bay Community Documents, unless otherwise specifically provided in these Rules.
3. Each day of any continuing violation of any provision of the Rules and Regulations shall constitute a separate violation of same. In the case of a violation of the Rules and Regulations, a cumulative enforcement assessment of \$5.00 per day may be levied against the Homeowner engaging in the violation.
4. When levied by the Association, an enforcement assessment shall, automatically and without additional notice, constitute a personal obligation of the person against whom it was levied to promptly pay the amount of such enforcement assessment to the Association.
5. Any enforcement assessment levied against a Homeowner, in accordance with the Heron Bay Community, shall be classified as an assessment against that Home by the Association. Accordingly, the Association may pursue the collection of such enforcement assessments and levies by pursuing all remedies available to

it under Ohio Law, including, but not limited to, the filing of Homeowner assessment liens and foreclosure of title.

6. Standard violations of the Rules and Regulations may result in a \$50.00 enforcement assessment for each violation unless otherwise provided for herein. Violations of the Dog Park Rules may result in a \$100.00 enforcement for each violation. Violations of the Design Guide may result in up to a \$500.00 assessment for each violation. Remedies provided for in the Heron Bay Community documents are cumulative, and the Board may use any remedy provided for in the Heron Bay Community documents in addition to any enforcement assessment or other remedy provided for herein or by Ohio law.

c) Enforcement Procedure

Unless otherwise specified in the Heron Bay Community Documents, including but not limited to these Rules and Regulations, the following enforce procedure is followed:

1. A monthly inspection is performed by the Community Association Manager to confirm that residents are abiding by Association rules. Potential violations are submitted to the Buildings and Grounds Committee of the Heron Bay Board for review. A member of the committee will inspect each potential violation to determine if that violation has been remedied or if there are extenuating circumstances.
2. A letter will be submitted for each confirmed infraction requesting the Homeowner to respond within 10 days with a plan and schedule to remedy the violation. If the HOA has determined that the violation has already been cured, a letter will still be sent to the Homeowner cautioning against a repeat infraction, but no response will be required.
3. If the requested plan is not received or the stated infraction is not corrected per the proposed remediation plan, then the Homeowner will receive a second letter informing the Homeowner that an enforcement assessment may be levied. The procedure will be followed as outlined in ORC 5312.11 (C) prior to any enforcement assessment being levied.
4. If the remedy is not implemented per the instructions of the second letter, a third letter will be sent imposing a fine and noting that the owner has a right to request a hearing in front of the Board before any enforcement assessment may be levied.

While the letters ask for a plan for a proposed remedy to be submitted within 10 days, an owner can always respond to the letter and ask for an extension outlining the reason for relief

d) Immobilization of Vehicles and Towing

Vehicles, including but not limited to boats, boat trailers, recreational vehicles and recreational vehicle trailers parked or stored in violation of the Heron Bay Community Documents, including but not limited to these Rules and Regulations, may be towed from the Heron Bay Community or immobilized. If the Vehicle is towed, the Homeowner will be charged the rates assessed by the towing company for towing and storage, which the Homeowner must pay in order to have the Vehicle released. If the Vehicle is immobilized, the Homeowner must pay a fee in an amount determined appropriate by the Board in its sole discretion in order to have the Vehicle released by the Association.

e) Violation Reporting/Complaint Registration

All violation reports or complaints regarding other Homeowners or Residents must be submitted in writing. The preferred method of registering a complaint is via the Requests Section of TownSq that is only read by the Property Manager and the board. The other method is via a complaint form. (See Appendix A for further details) Additional forms are also available in the “Documents” Section of Town Sq.io or you may contact the management company and have them send you one.

8. OTHER

a) Air Space Regulation

No drones or any other remote flying device equipped with camera or surveillance equipment will be flown over another Homeowner’s property to photograph, record or otherwise surveil others in Heron Bay without their prior consent.

b) Appendixes

Please see the following appendixes provide regarding suggestions for part-time residents, use of facilities and amenities, as well information on other Rules and Policies

1. Appendix A: The approved complaint form
2. Appendix B: Suggestions for Part-time residents
3. Appendix C: Pool Rules
4. Appendix D: Pavilion Rules and Guidelines
5. Appendix E: Basketball, Tennis and Pickleball Court Rules
6. Appendix F: Golf Cart Rules and Registration
7. Appendix G: Dog Park Rules
8. Appendix H: Collection Policy

APPENDIX A –COMPLAINT FORM AND FILING PROCEDURE

If you are concerned about a violation of Rules at Heron Bay, you may file a complaint with the Association. The complaint must be in writing.

The preferred method of filing a complaint is for the resident to use the Requests section of Town Sq

The resident can also use the Rules Violation Complaint Form attached that should be mailed to the Association at the address indicated on the form. You can also find the form under “Documents on the Town Square app or you may contact the management company to have one sent to you.

Your identity will be kept confidential unless a hearing or court action is required to obtain compliance. Please include the names of other who witnessed the rules violation in order for the Board to consider appropriate action with respect to the complaint. In cases of hearings or litigation, the Association can be compelled to identify the complainant.

Rule numbers should be referenced when reporting violations of rules. Those numbers can be obtained by referring to the Rules and Regulations.



Heron Bay

Complaint Registration

_____ .
PARTY BEING COMPLAINED ABOUT:

Name (if known)

Address

Date and Time problem occurred

NATURE OF DECLARATION VIOLATION:

ADDITIONAL COMMENTS:

Please include any additional comments that will assist us in the enforcement of the above mentioned violation:

UNIT OWNER FILING COMPLAINT While all complaints are kept confidential, please keep in mind that the party being complained about has a right to face their accuser in a court of law. At that time, the confidentiality of this form is null and void.

Name _____

Address _____

Work number _____

Home number _____

EMAIL ADDRESS _____

Signature _____

Date _____

Please remit this completed form to: REAL PROPERTY MANAGEMENT, INC. 5550 Blazer Parkway, Suite 175, Dublin, Ohio 43017 or email to RPM at www.customerservice@rpmanagement.com

APPENDIX B - RECOMMENDATIONS FOR PART-TIME RESIDENTS

1. Bring all patio furniture, plants and decorative items inside your Home or garage.
2. Turn off the circuit breaker for the hot water heater and flush the hot water heater when you return.
3. Turn off the main water valve coming into your Home.
4. Set the refrigerator to a warmer setting. It is a good idea to refrigerate all spices, pasta products, etc. Lift the arm to the icemaker and empty out the ice in the bin.
5. Pour a small amount (1/2 cup) of bleach in toilets and seal the bowl with plastic wrap. The bowl will remain clean and the water will not evaporate.
6. Leave the dishwasher door ajar for air movement. A small amount of vegetable oil may be placed in the bottom to prevent seals from drying out.
7. Pour a small amount of vegetable oil into the garbage disposal to prevent the seals from drying out.
8. It is recommended that someone check the home regularly to ensure everything is running properly and to detect any possible water damage.
9. Disconnect electrical items (other than the refrigerator) and telephones to prevent damage from electrical storms and to reduce electrical usage.
10. Forward mail delivery and stop newspaper delivery.
11. Leave closet doors, drawers and cabinets open for circulation.
12. Change the batteries in your smoke detectors and your thermostat.
13. Be sure a neighbor and/or Real Property Management has current information to contact you in case of an emergency and consider providing a key to a trusted neighbor in the event access to your Home is needed.

APPENDIX C - POOL RULES

1. **WAIVER OF LIABILITY** - All persons using the recreation facilities, pool or pool areas do so at their own risk and sole responsibility. It is suggested that no one swim without another capable swimmer present. The Association assumes no responsibility for any accident or injury in connection with any use of the pool or any recreation equipment. For the privilege of enjoyment and use of the recreation area, pool and pool facilities, all persons hereby release and discharge the Heron Bay Master Association of any liability arising from the use or operation of the recreation area, pool or any portion thereof, and the associated facilities.
2. **KEYS** - Each Owner will be issued one (1) Key for accessing the recreation facilities.
3. **ADMISSION** - Admission to the recreation area and pool is limited to Heron Bay Residents or an adult designee and Accompanied Guests.
4. **KEY DUPLICATION** - Keys may not be duplicated and are non-transferable.
5. **GUESTS** - Residents, or a responsible adult designated by a Resident, must accompany their guests and are responsible for the behavior of their guests.
6. **LOST KEYS** - Lost Keys will be replaced at a cost of \$25.00.
7. **RETURNING KEYS** - Any Owner moving from Heron Bay is required to return their Key to the Association's managing agent.
8. **HOURS OF OPERATION** – Pool hours will be determined every spring for the season.
9. **SUSPENSION OF PRIVILEGES** - The Board and managing agent have the authority to suspend anyone's recreation area and pool privileges at any time.
10. **ATTIRE** - Any person swimming or being in the water of the pool must wear proper swimming attire. Children who are not toilet-trained must wear swim designated pull-ups and a swimsuit.
11. **PERSONS UNDER AGE 14** - Persons under the age of 14 must be accompanied and supervised in the pool, pool area, and other recreation areas by an adult.
12. **FLOTATION DEVICES** - Small flotation devices such as arm floaties as well as other small flotation devices, facemasks, snorkels or fins are permitted. Rafts or other large flotation devices are not allowed.
13. **RUNNING/DIVING** - No running or horseplay is permitted in the pool area. No diving is permitted.
14. **DISORDERLY CONDUCT** - will not be tolerated by the Association.
15. **GLASS** - No glass bottles or glass containers are permitted in the pool area.
16. **NO INTOXICATED BEHAVIOR** - Public intoxication will not be tolerated.

17. **FOOD/SMOKING** - Eating, drinking, or smoking within three feet of the pool shall not be permitted. Each person is responsible for his or her own refuse at all times.
18. **PETS** - No pets are permitted in the pool area.
19. **EXCESSIVE NOISE** - Loud music or parties which infringe on other's use and enjoyment of the pool and pool area or that disturb other Owners will not be permitted.

APPENDIX D – PAVILION RULES AND GUIDELINES

The following rules and guidelines covering use and operation of the Pavilion have been set forth by The Heron Bay Master Association, Inc. Board of Directors. All residents are asked to support these rules and guidelines in order that the community will remain an attractive and harmonious place to live.

Pavilion Usage

1. The Pavilion will be available for use by all Heron Bay residents and their invited guests for the following¹:
 - a. Scheduled community events, including:
 - i. Any Association sponsored event;
 - ii. Any event held by one of the standing committees (social, pool, pavilion)
 - iii. Any meeting of a committee, club, league or other group attended primarily by community members;
 - iv. Any other event that the Pavilion Committee has reviewed and accepted as a community event;
 - b. Advance reservations for resident-hosted private functions, and
 - c. Daily use on a first-come, first-served basis.
2. A calendar will be posted in the Pavilion, and in Associa Real Property Management's app, TownSq (referred to as TownSquare), showing future uses of the Pavilion.
3. The Pavilion is available for year-round use; however, during the months of November through mid-April there is limited heating available and no running water or restrooms facilities.
4. Official Pavilion operating hours are the same as the pool: 8am-10pm. An Automated External Defibrillator Device (AED) is located in the Pavilion and may be accessed for emergency use at any time day or night.
5. Pavilion operating hours, conditions of use, and access may be altered at the Board's discretion.
6. Residents must clean up after themselves when using the Pavilion, restoring the Pavilion to the cleanliness condition that existed prior to your use.
7. The last people leaving the Pavilion must lock the doors and turn off any electronic equipment or lights.
8. Do not prop the pool gate open during events. The pool gate must be kept closed at all times that it is not in use, and it is the resident's responsibility to ensure all individuals entering the pool area are permitted to do so.
9. Bottles and glasses are prohibited in the pool area.
10. All guests must be accompanied at all times by the resident who extended the invitation and who will be responsible for the guest's proper conduct and behavior.
11. If residents become aware that the Pavilion is being reserved and used for a private function, they are prohibited from also using the Pavilion unless otherwise agreed upon by the party reserving the Pavilion.
12. Violation of Pavilion rules and guidelines may result in disciplinary action, including suspension of privileges and enforcement assessments, at the discretion of the Board.

Pavilion Access

1. The Pavilion will be accessible by the same key as that used for the pool and tennis courts.

Do not give any non-resident a copy of the key under any circumstances.

¹In order of priority

Restrictions

1. Smoking is strictly prohibited inside the Pavilion. Smokers are prohibited from smoking within ten feet of any Pavilion entrances.
2. Audio-visual equipment is only available for use during community events and for private functions when the services of a Pavilion committee certified AV equipment operator has been arranged.
3. Nothing belonging to the Pavilion, including furniture or fixtures, shall be removed from the premises without the Board's prior written permission.
4. Animals are not permitted inside the Pavilion.
5. The capacity limit is 73, if tables are used, and 99 when no tables are used.
6. Fund raising events are prohibited, unless approved via an advanced registration. Fundraising does not include minor events or donations to offset community event expenses. The Board of Directors has sole discretion in determining what constitutes a fundraising event.
7. The following are expressly prohibited, as the conduct is determined by the Board of Directors in its sole discretion, on Pavilion premises:
 - a. Threatening or intimidating behavior,
 - b. Drunkenness,
 - c. Vandalism,
 - d. Use of illegal substances,
 - e. Willful damage,
 - f. Weapons of any kind,
 - g. Political, religious, or commercial activities²,
 - h. Unruly, loud or annoying behavior, or
 - i. Violation of any law, ordinance, or other governmental regulation.

Reservations

1. The Social and Pavilion Committees will propose a slate of community events to the Board prior to the March Board meeting. The Board will then review and approve the proposed slate of community events. The Pavilion reservation coordinator will post the approved community events in TownSquare and in the Pavilion. Residents are encouraged to identify new community events to the reservation coordinator well in advance of the event. Other community functions may be submitted to the Board for approval during the year. For any dates not reserved for community functions, the Pavilion will be available for reservation by any resident, in good standing, for exclusive private use, in accordance with these Pavilion Rules and Guidelines and the Pavilion Reservation Agreement.
2. If more than 10 residents and their guests expect exclusive usage of the Pavilion, a reservation must be submitted. Residents who do not submit the required reservation form are subject to the Board's enforcement action.
3. The reserving resident must be present at the Pavilion for the entire length of the event and will be responsible for their guests at all times.
4. Private reservations are generally accepted on a first-come first-served basis. The reservation coordinator approves or denies reservation requests in a timely manner. If a resident wants to schedule an event after December 31st for the following year, the reservation coordinator will notify the resident that said event will be placed on a wait list. Once the new Community Events Calendar is posted, the reservation coordinator will evaluate the resident's wait listed request.

² Commercial activities are defined as any activity related to the sale of a product or service including, but not limited to, meetings, dinners, training, demonstrations, sales, and marketing

5. To make a private reservation on TownSquare, refer to the instructions in the Pavilion Reservation Agreement.
6. The start and end time of the event must include the set-up and clean-up time.
7. The reserving resident is required to clean the interior of the Pavilion after use, remove all trash, beverages, food, and party supplies, broom clean the facility and patio, and clean up exterior areas.
8. The Pavilion shall be secured and all guests must depart at the appointed hour. If a resident cancels their reservation within 10 days of the planned event, they must immediately inform the Reservation Coordinator.
9. Prior to a private party event, the reserving resident is encouraged to take photos of the Pavilion and note any issues or concerns with its physical condition. Following the private party event, a Pavilion Committee member will complete the inspection checklist and report any infractions to Associa Real Property Management, Inc..

Parking

1. Cars:

For community events and special reserved events, cars must first park in the main lot next to the pool. When that lot is filled, park next along Shoreline Drive, being careful to pull off the road enough that traffic is not impeded. Do not park on any roads adjacent to the condominiums.

2. Golf Carts:

With the exception of those spaces reserved for handicapped parking, park on the basketball court or on the grass and do not park in wet areas.

3. Temporary Parking:

It is OK to park golf carts adjacent to the Pavilion for loading and unloading purposes only. All golf carts should be removed immediately thereafter.

APPENDIX E - BASKETBALL, TENNIS AND PICKLEBALL COURT

1. **WAIVER OF LIABILITY** - All persons using the basketball, tennis or pickleball courts (the "Courts") do so at their own risk and sole responsibility. It is suggested that no one use any of the Courts without another person present. The Association assumes no responsibility for any accident or injury in connection with any use of any of the Courts. For the privilege of enjoyment and use of the Courts, all persons hereby release and discharge the Heron Bay Master Association of any liability arising from the use or operation of the Courts and the associated facilities.
2. **KEYS** - Each Owner will be issued one (1) Key for accessing the Courts.
3. **ADMISSION** - Admission to the Courts is limited to Heron Bay Residents or an adult designee and Accompanied Guests.
4. **KEY DUPLICATION** - Keys may not be duplicated and are non-transferable.
5. **GUESTS** - Residents, or a responsible adult designated by a Resident, must accompany their guests and are responsible for the behavior of their guests.
6. **LOST KEYS** - Lost Keys will be replaced at a cost of \$25.00.
7. **RETURNING KEYS** - Any Owner moving from Heron Bay is required to return their Key to the Association's managing agent.
8. **HOURS OF OPERATION** - Dawn to Dusk.
9. **SUSPENSION OF PRIVILEGES** - The Board and managing agent have the authority to suspend anyone's Court privileges at any time.
10. **USE** - Courts are to be used for tennis, basketball, and pickleball only.
11. **BASKETBALL HOOP RIM AND NETS** - Hanging on the rim of the basketball hoop or tennis or pickleball nets is strictly prohibited.
12. **RECREATIONAL EQUIPMENT** - Roller blades, skateboards, bicycles, scooters or any other recreational vehicle are not permitted to be used on the tennis, basketball or pickleball courts.
13. **FOOTWEAR** - Tennis shoes or comparable footwear must be worn at all times.
14. **TIME** - Play is limited to one hour if others desire to play.

APPENDIX F - GOLF CART RULES AND REGISTRATION

1. **WAIVER OF LIABILITY** – Any person operating a golf cart in the Heron Bay Community consents and agrees that The Heron Bay Master Association, Inc. is not liable for any damage to property and/or injury or death to a person caused by the operation of any golf cart. This includes injury to or death of the operator of the vehicle, any passengers, and any other person. Operators of such vehicles within the Heron Bay Community operate them at their own risk.
2. **OWNER RESPONSIBILITY** – Owners of golf carts shall be responsible for knowing the Golf Cart Rules described herein and any amendments thereto (the “Golf Cart Rules”) and for training all operators, passengers, and other persons using their golf carts to follow the Golf Cart Rules.
3. **GOLF CART OPERATION**
 - a. All operators of any golf cart as defined by Ohio Revised Code Sections 4501.01, 4503.01 and 4505.01 shall operate their vehicle within the Heron Bay Community in a safe and lawful manner and may not exceed any speed limits posted in the Heron Bay Community.
 - b. The driving of a golf cart within the Heron Bay Community by any person is limited to driving on the designated roadways and parking in designated parking areas. Driving on the walking path, boardwalk, Common Areas or the Property of a Homeowner is prohibited.
 - c. Operators of golf carts must be at least fifteen years of age unless an adult is seated next to the driver and is in control of the driver. Any person under the age of eighteen may not operate a golf cart unless the Homeowner/golf cart owner and a parent or guardian (if other than the Homeowner/golf cart owner) has signed a waiver for each operator under the age of 18 as part of the registration process. All such waivers shall be maintained by the property manager.
 - d. Driving from the passenger side is prohibited. Every person riding in a golf cart must be seated in a designated seating area. Towing anything from a golf cart, including but not limited to bicycles, skateboards, scooters, and wagons, whether or not a person is riding on the item being towed, is prohibited.
 - e. Proper lights and reflectors must be in place and used if the golf cart is operated at night. Vehicle direction signs, including but not limited to stop signs, apply to all motorized vehicles, including but not limited to golf carts.
4. **GOLF CART REGISTRATION** – All golf carts used in Heron Bay must be owned by a Heron Bay Homeowner and must be registered by using the Golf Cart Registration form attached hereto. Each golf cart shall be identified with the

Owner's last name displayed on the front of the cart in 2"-5" mylar or vinyl letters (reflective or non-reflective), contrasting in color to the golf cart. Lowes has a variety of sizes and Main Hardware, 67 W. Main Street, Newark, OH 43055, carries 3" and 5" sizes. No operation of any golf cart in Heron Bay shall be permitted until the golf cart is registered with the Master Association and displays the last name of the Owner on the front of the cart as specified above.

5. GOLF CART ENFORCEMENT - In addition to the remedies provided for in the Heron Bay Documents, any violation of the Golf Cart Rules may result in the revocation of the owner's right to operate a golf cart within the Heron Bay Community.

Golf Cart Registration

Background: At the October 30, 2012, Board of Trustee Meeting, the Board discussed the need to have Association regulations with regard to golf cart use on Association property due to misuse by some young operators on Association grounds and numerous complaints from various homeowners. The Board discussed the provisions that would need to be adopted and formally agreed to the Golf Cart Rules contained in the Heron Bay Rules and Regulations. Among other things required by the Golf Cart Rules:

- (1) Each golf cart used in Heron Bay must be owned by a Heron Bay Homeowner and must be registered with the Association through the managing agent.*
- (2) Golf cart operators must be at least fifteen years of age unless an adult is seated next to the driver and is in control of the driver.*
- (3) Each Homeowner who owns a golf cart and a parent or guardian (if the parent or guardian is a person other than the owner) must sign the Golf Cart Waiver form attached hereto for any operator of a golf cart who is less than eighteen years old.*
- (4) Each golf cart must be identified with the Homeowner's last name in 2"-5" mylar or vinyl (reflective or non-reflective) lettering, contrasting in color to the golf cart, and placed on the front of the golf cart.*
- (5) Each golf cart owner, in addition to the above, must agree to abide by all of the Golf Cart Rules set forth in the Heron Bay Rules and Regulations.*

Please take a moment to complete this form and return it to:

Real Property Management, Inc.
5550 Blazer Parkway Suite 175
Dublin, OH 43017

Phone: (614) 766-6500 Fax: (614) 792-9174

I have read and understand the Heron Bay Master Association rules with regard to golf carts and agree to adhere to the rules as contained in the Heron Bay Rules and Regulations and this Golf Cart Registration form. I also agree to sign a Golf Cart Waiver for any person under the age of eighteen who operates my golf cart and to have the parent or guardian of such person (if I am not the parent for guardian) sign the Golf Cart Waiver in addition to myself.

(Signature of Owner)

(Date)

(Printed Name)

(Address)

(Golf Cart Make and Color)

Thank you for your time and cooperation. If you have any questions about this registration, please contact Real Property Management, Inc.

Golf Cart Waiver of Liability

You will need to complete a separate Golf Cart Waiver of Liability form for each person under the age of eighteen who is designated as an authorized operator of a golf cart within the Heron Bay Community.

WAIVER OF LIABILITY – The undersigned have designated a person under the age of eighteen, whose name is indicated below, as an authorized operator of a golf cart within the Heron Bay Community (“Authorized Operator”).

The undersigned have requested that the Heron Bay Master Association allow the Authorized Operator to operate a golf cart within the Heron Bay Community. The undersigned understand that the Heron Bay Master Association will not permit the Authorized Driver to operate a golf cart within the Heron Bay Community unless the undersign agree to the terms of this Golf Cart Waiver of Liability (“Waiver of Liability”). By signing this Waiver of Liability, the undersigned consent and agree that the Heron Bay Master Association, Inc. is not liable for any damage to property and/or injury or death to a person caused by the operation of any golf cart driven by the Authorized Operator. This includes injury to or death of the Authorized Operator, any passengers, and any other person. All operators of golf carts within the Heron Bay Community including the Authorized Operator operate them at their own risk.

OWNER RESPONSIBILITY- Owners of golf carts shall be responsible for knowing the Golf Cart Rules contained in the Heron Bay Rules and Regulations and any amendments thereto and for training all operators, passengers and other persons using their golf carts, including the Authorized Operator to follow the Golf Cart Rules.

Name of Authorized Operator (please print)_____

ACKNOWLEDGED AND AGREED:

Homeowner/golf cart owner (Please print name)_____

Signature of Homeowner/golf cart owner_____

Parent or Guardian, if different from Homeowner/golf cart owner

(Please print name)_____

Signature of Parent or Guardian_____

APPENDIX G - DOG PARK RULES

1. **WAIVER OF LIABILITY** - All persons using the dog park do so at their own risk and sole responsibility. The Association assumes no responsibility for any accident or injury in connection with the use of the dog park. For the privilege of enjoyment and use of the dog park, all persons hereby release and discharge the Heron Bay Master Association of any liability arising from the use or enjoyment of the dog park facilities.
2. Dog park use is restricted to Heron Bay/Harbor Point Residents only.
3. **USE AT YOUR OWN RISK.**
4. Dog owners are responsible and liable for the actions and behavior of their dogs at all times.
5. Owners are required to clean up after their dog. Waste bags are available at dogi- pot stations.
6. Limit 2 dogs per person 15 years of age or older.
7. Dogs must be accompanied by a person 15 years of age or older.
8. No persons under age 14 allowed inside the fence without being accompanied by a person 15 years of age or older.
9. Dogs must be removed at first sign of aggression.
10. Dogs must be on a leash and under control of a responsible person until inside a fenced area.
11. Dogs must be licensed and fully vaccinated.
12. Female dogs in heat are prohibited.
13. No puppies less than 4 months old allowed.
14. No food allowed.
15. Those who fail to comply with the above rules and regulations may receive an enforcement assessment up to \$100.00 and may be suspended from future use.

APPENDIX H - COLLECTION POLICY

1. All assessments, including maintenance fees, are due on the first (1st) day of each quarter (January 1st, April 1st, July 1st, and October 1st) and are considered late if not received by the tenth (10th) of that month.
2. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
 - a. Interest and/or administrative late fees owed to the Association
 - b. Collection costs, attorney's fees incurred by the Association
 - c. Principal amounts owed on the account for common expenses and assessments
 - d. Any past due assessments may cause a lien and foreclosure to be filed against the Lot.
 - e. Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
 - f. If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire costs and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.