Heron Bay Master Association

Rules and Regulations



Effective

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1. INTRODUCTION

a) Scope and Purpose

This publication is intended for use by Heron Bay Homeowners 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 Homeowners 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 Declaration, By Laws, and Design Guide.

b) Definitions

Any defined terms used in these Rules and Regulations shall have the same definitions as in the Heron Bay Community Documents.

c) Remedies

The Heron Bay Community Documents authorize the Board of Directors to enforce the covenants and restrictions contained therein as promulgated by the Board and amended from time to time 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

The Community Association Manager (CAM) can be reached by phone at 614-781-0055 or by email at manager@heronbayhoa.com . The CAM's assistant can be reached at assistant@heronbayhoa.com.

Having an email address as an HOA member is crucial for both staying informed and taking an active role in your community. It allows you to receive urgent updates, access essential documents, and participate in important decisions instantly. Additionally, it empowers you to easily initiate contact with the HOA, whether you're reporting a concern, seeking approval for modifications, or asking questions about community policies. Without email, you risk being out of the loop on vital issues and facing delays in addressing matters that affect your property and neighborhood.

The address and phone number for our Property Manager can be found at the bottom of the Owner's page at www.heronbayhoa.com. The password is Heronbay1.

There is also a link to the Property Manager's website on the Owner's page where you can perform a number of services such as view HOA documents, pay your assessment, and submit requests. You first need to register to be able to use this system.

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 submitted to the Design Control Committee.

Download the Heron Bay Design Guide from the Owner's page at heronbayhoa.com (password Heronbay1) for a complete explanation of the application process.

If your home is in the Harbor Point Community, do not use this 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.

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 assistant@heronbayhoa for assistance.

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 monthly.

If a Homeowner defaults on a quarterly payment or any other amount due and owing to the Association, the Association can file a lien on the Home accelerating the fees through the calendar year. If 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 Homeowner in accordance with the Community Documents and Master Community Documents.

e) Landscaping

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

f) Snow Removal

Snow removal 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. Due to its environmental impact on wetlands, salting is reserved for extreme icy conditions such as sleet or freezing rain.

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 must be removed by 10:00 p.m. on trash pickup day. Our contract does not include recycling, therefore, if recycling is needed, please work out the details with the contractor.

i) Homeowner 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) Amenities

Amenities in Heron Bay are owned, controlled, and maintained by the Heron Bay Master Association. The rules for use of these amenities are contained in Appendix C 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.

l) Important Numbers

Property Manager	614-781-0055
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 parking on Heron Bay streets is prohibited.
10. Overnight parking in the Pool parking lot is prohibited.
11. 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' 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 temporarily parked within the driveway of a Homeowner's Property, subject to rules mentioned elsewhere in this document.
5. To apply for board's written approval of an exception to any of the above rules, submit the following via the Request to Property Manager section of the Owner's page on heronbayhoa.com 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.

i) Obstruction of Fire Hydrants

The Ohio Fire Code requires that 1) The fire department must always have unobstructed access to fire hydrants, 2) Owner's must maintain a three-foot clearance around each hydrant. 3) Visibility of fire hydrants must not be obscured by plants or other objects.

4. OCCUPANCY

a) Pets

1. Prohibited Animals and Pets

   Except as expressly set forth below, animals and pets, including rabbits, livestock, 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 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 proximity and under the control of a suitable person.

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.

5. The trash bins at the Amenities Complex are reserved for Amenity-related trash (pavilion, pool, restroom). If these bins are full, please dispose of trash at your home.

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.[1]

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

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 (with the exception of docks that can be leased to other residents only). Sub-leasing of any Owner's Property, in whole or in part, is also prohibited. The Owner must provide the Board with their names and contact information of the persons leasing or occupying the Owner's Property, as well as 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 p r o v i d e t h a t 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 at manager@heronbayhoa.com and each renewal thereof no later than the commencement of the lease.
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) Public and Private Gatherings and Events

1) **Private Gatherings - Permitted**
Homeowners may host private social gatherings including musical events on their property. Attendance must be limited to personally invited guests. No advertising outside of Heron Bay is permitted.

2) **Public Events - Prohibited**
Homeowners may not advertise, promote or hold events open to the general public through public social media, websites, flyers, or other publicly accessible means.

3) **Commercial Events - Prohibited**
Homeowners may not hold public events on their property for the purpose of promoting, marketing, or generating revenue for any business or commercial entity. Commercial filming/recording for public release is prohibited. Sale of one's home and its filming is not a commercial event.

4) **Permitted Exceptions**

a. **Annual Community Garage Sale**
The Social Committee may organize an annual community garage sale on a Board-approved date. The Social Committee may advertise through HOA channels, community signage, local media, and online platforms. Individual garage sales outside this date require Board approval. No public advertising of non-approved garage sales is permitted.

b. **In-Home Social Sales**
Homeowners may host in-home product demonstration parties for legal products (e.g., Tupperware, candles, cosmetics, etc.). Events must be by personal invitation only with no public advertising.

c. **Public Music Events**
Music events on commons property are permitted so long as they are cleared with the Social Committee in advance.

e) 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.

f) 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.

g) 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 the settlement statement and any funds collected at closing to the Community Association Manager at manager@heronbayhoa.com. 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.

h) 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, mailboxes and anything else relating to the Home must be kept painted, stained or sealed as appropriate and kept in good repair.[2]

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 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

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

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, boat lift 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, county flags and any 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 application as well as the latest version of the Heron Bay Design Guide can be found on the Owner's page of heronbayhoa.com.

a. Time Limit - All improvements must be completed within 30 days of initial approval.
b. Clean-up - For safety and appearance, the work area must be cleaned-up at the end of each day.
c. Unapproved Changes- Any homeowners who incorporate changes without review

and approval by the HOA may be subject to a fine and other measures by the Association.

d) Storm and Screen Combination Doors

Storm/screen doors must be approved by the DCC via an architectural review.

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 the Design Guide relative to the mailbox design, color, and the numbers that are used.
2. No decorations or hanging items may be placed upon the mailbox or mailbox post.

f) Lighting

1. See Heron Bay Design Guidelines Section C for rules regarding exterior lighting. All modifications to exterior lighting require DCC approval
2. Seasonal lighting
    a. No inflatable decorations are permitted.
    b. 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 on the Owner's page at heronbayhoa.com at least 10 days prior to the occasion.
    c. 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.
    d. 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.
    e. Patriotic bunting may be temporarily tied to banisters, railings or other fixtures during holidays.
    f. Decorative flags, including sports flags are permitted one per unit. A sport flag may be displayed in additional 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/remove trees. 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 as part of your landscaping plan.
2. Flowerpots 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 ground keeping crew. All dead plantings must be removed.
5. Vegetable gardens or sunflowers may not be planted on any owner's lot. 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.

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.
4. The discharge of fireworks is strictly prohibited within the community, including all common areas and private lots. Prohibited fireworks include, but are not limited to, aerial fireworks, firecrackers, rockets, Roman candles, and any other explosive or projectile devices.

   This rule does not apply to handheld sparklers or small novelty items such as ground-based fountains or snaps, provided they produce minimal noise and remain on the ground. Residents are responsible for ensuring these permitted items are used safely and do not create a nuisance or pose a hazard to others.

   Violations of this rule are considered major violations and are subject to significant fines and other enforcement actions as outlined in the HOA's Rules & Regulations.

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 if they do not cause a problem for neighboring homes.
5. Grills of any type are not permitted on front porches. Please store your 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.[3]
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.[4]

l) Outdoor Storage

No items that detract from the community's aesthetic character and property values may be stored outdoors on any portion of a Homeowner's Property for extended periods and instead, must be kept in the garage, home, or other DCC-approved structure when not actively in use. Examples of such items include, but are not limited to, maintenance equipment,

[3] The provisions of this Section are contained in the Declaration

[4] The provision for this Section is contained in the Declaration

construction materials, tools, hardware supplies, sporting equipment, containers, storage items, and vehicle parts or equipment.

Homeowners may temporarily store such materials and equipment outdoors for up to fourteen (14) consecutive days while actively engaged in home improvement, maintenance, or landscaping projects, provided the work area is kept neat and organized. Extensions beyond fourteen (14) days may be granted by the DCC for approved projects requiring extended timelines. Upon completion of work, all items must be removed from outdoor areas within 48 hours

6. BOAT DOCK USE AND RENTALS/SHORE STATION CANOPIES/WINTER BOAT STORAGE

a) Boat Dock Use and Rentals

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

b) Shore Station Canopies

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, are 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 governing documents. 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 IN THEIR SOLE DISCRETION UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THESE RULES. THESE ASSESSMENTS MAY BE IN THE FORM OF A SINGLE-FIXED FINE, MULTIPLE-FIXED FINES AS WELL AS DAILY FINES.**

3. When levied by the Association, a monetary enforcement penalty 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.

4. 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.

5. 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 enforcement procedure is followed:

1. A monthly inspection is carried out by the Community Association Manager to confirm that residents are abiding by Association rules. Infractions may also be identified by residents via the Owner's page of heronbayhoa.com or by the board.

2. After inspection, the property manager will send a list of potential violations to the board for informational purposes. Unless the board provides feedback or instructions to the contrary, the property manager will proceed with sending enforcement notices as required. However, the board must verify that all potential violations involving penalties or fines have not been remedied before a notice can be sent.

3. Infractions will be characterized as either Minor or Major.

a. Minor infractions are defined as low-level infractions that are common and easily addressed. (e.g. lawn upkeep, home maintenance, trash containers).

i. Goal: Maintain community aesthetics and harmony by addressing small issues before they escalate.

ii. Enforcement: Efficient, standardized processes with moderate fines and quick resolutions.

b. Major infractions are defined as uncommon, serious, a nuisance or a willful breach of community standards that can significantly impact property values, safety, or the overall quality of life (e.g., Structural alterations without approval, major home maintenance neglect, unauthorized commercial activity, ignoring notices to cure, flagrant and willful violations).

I. Goal: Protect the integrity and reputation of the community by taking strong and decisive action against major violations.

ii. Enforcement: Robust procedures as prescribed by the situation with significant fines, and vigorous pursuit of all legal enforcement options.

4. A First Notice to Cure will be sent for each confirmed infraction requesting the Homeowner cure the specified infraction within a specified period. The email will identify whether this is a warning or whether a fine may be imposed. The email will also identify the consequences of failure to comply which will set out the fine or other actions the HOA may take. While the email sets a specific deadline for the infraction to be cured, an owner may request an extension by providing justification or citing extenuating circumstances. The request will be considered, but approval is not guaranteed.

5. **IT IS THE OWNER'S RESPONSIBILITY TO INFORM THE PROPERTY MANAGER THAT THE VIOLATION HAS BEEN CURED WITHIN THE ALLOTTED TIME. OTHERWISE, THE OWNER WILL RECEIVE A SECOND NOTICE: ENFORCEMENT ASSESSMENT THAT MAY IMPOSE A FINE COMMENSURATE WITH THE INFRACTION.**

6. Before an imposed fine/assessment may be enforced the owner is given 10 days to request a hearing in front of the board consistent with ORC 5312.11 (C). If a hearing is held, the board will respond in writing to the owner of its findings within 15 days of the hearing

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 a Rules Violation Complaint from the Owners tab of heronbayhoa.com . (See Appendix A for further details)

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: Amenity Rules
4. Appendix D: Golf Cart Rules and Registration
5. Appendix E: Collection Policy
6. Appendix F: Pavilion reservation rules

APPENDIX A – RULES VIOLATION FORM

To file a complaint, please fill out the following Rules Violation form on heronbayhoa.com.

This form is for reporting a potential violation of Heron Bay rules by another resident.

Please review and become familiar with the applicable sections of the Rules and/or Regulations or Design Guide before submitting your resident complaint.

DESIGN GUIDE

RULES AND REGULATIONS

Name *

Name of person making complaint:

Address *

Your Address:

Email *

Your Email:

Rule(s) Not Followed *

Provide brief description. From the Rules and Regulations or Design Guide, cite the specific rule(s) with page number(s) that you believe are being violated

Name of party complained about *

Name of party being complained about:

Address *

Their Address:

Date of ocurrance *

Date of occurrance:

Description of violation *

Description of violation of rule(s). Provide supporting information such as pictures or other documentation:

File Upload (Upload files to support the application - can only be pdf, jpg or gif)

Choose File No file chosen

Choose File No file chosen

Choose File No file chosen

Choose File No file chosen

SUBMIT APPLICATION

CONFIDENTIALITY

While all complaints are kept confidential, please keep in mind that the party being complained about has a right to face their accuser. If a court action were to ensue, the confidentiality of this form would become null and void.

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 that a neighbor and/or Towne Properties Realty 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 - AMENITY RULES

This appendix contains rules pertaining to the amenities listed below

1. Pool
2. Pavilion
3. Bocce Court
4. Sports Court
5. Playground
6. Dog Park
7. Disc Golf
8. Community Storeroom
9. Automated External Defibrillator
10. Walking Trail

Rules Applicable to All Amenities

1. ACCESS - 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.
2. WAIVER OF LIABILITY - All persons using any of the amenities listed herein do so at their own risk and sole responsibility. The Association assumes no responsibility for any accident or injury in connection with any use of the amenities or any recreation equipment. For the privilege of enjoyment and use of the amenities and equipment, all persons hereby release and discharge the Heron Bay Master Association of any liability arising from the use or operation of these associated facilities.
3. ADMISSION - Admission to the amenities is limited to Heron Bay residents or an adult designee and accompanied guests.
4. KEY DUPLICATION – Keys used to access amenities may not be duplicated and are non-transferable. Lost Keys will be replaced at a cost of $25.00.
5. AMENITY KEY - Residents need a key to access certain amenities like the pool, pavilion, tennis courts, and community storeroom. To use these amenities, homeowners must buy a key from the property manager for $25. Each residence can have only one key.
6. TRANSFERRING KEYS - Owners moving from Heron Bay are no longer permitted to use the amenities and are therefore requested to transfer their key to the new owner. If the key was not transferred, and the new owner wishes to use the amenities, a new key must be purchased from the property manager for $25.

7. GUESTS - Residents, or a responsible adult designated by a Resident, must accompany their guests and will be responsible for the behavior of their guests.
8. HOURS OF OPERATION – Hours of operation for each amenity will be determined by the board and listed herein for each amenity
9. SUSPENSION OF PRIVILEGES - The Board and managing agent have the authority to suspend anyone's amenity privileges at any time and to issue fines where applicable.
10. PERSONS UNDER AGE 14 - Persons under the age of 14 must be accompanied and supervised by an adult.
11. DISORDERLY CONDUCT - will not be tolerated by the Association.
12. NO INTOXICATED BEHAVIOR - Public intoxication will not be tolerated.
13. EXCESSIVE NOISE - Loud music or parties which infringe on other's use and enjoyment or that disturb other Owners will not be permitted.

C1 - POOL

1. ATTIRE – Children who are not toilet-trained must wear swim designated pull-ups and a swimsuit.
2. KEYS – Each resident will be issued an amenities key that will open the gates and bathrooms
3. HOURS OF OPERATION – Daily 9am – 9pm, to comply with chlorine testing.
4. USE – Be considerate of fellow swimmers and bathers. No running or horseplay. No diving. Small floatation devices such as arm floaties as well as facemasks, snorkels and fins are permitted. Rafts or other large flotation devices are not allowed.
5. CARE OF THE FACIILITY - Residents must clean up after using pool area: turn off bathroom lights and close doors, close and secure umbrellas, and gates.
6. SAFETY - For safety purposes, the pool gate cannot be propped open during events. Bottles and glasses are prohibited in the pool area and must be used with care on the pool and pavilion patio. In the cooler months, bathroom heaters may be in use. DO NOT touch the heaters, they may be warm to touch and are set via thermostat, so they are not to be adjusted. Ensure the door closes completely after use.
7. SMOKING/EATING - Eating, drinking, or smoking within three feet of the pool is not permitted. Each person is responsible for his or her own refuse, taking care not to spill food or drink in the pool area.
8. PETS - Pets are NOT to be in the pool area.

C2 – PAVILION

1. ADMISSION – Admission is limited to Heron Bay Residents and their guests. Residents must accompany their guests and are responsible for their behavior. Persons under age 14 must be accompanied and supervised by an adult. The Pavilion is accessed by using the Amenities Key in the right-side entry door.
2. HOURS OF OPERATION – Daily, 8am- 10pm January through March, there is no running water or restroom availability, and heating is limited.
3. AUTOMATED EXTERNAL DEFIBRILLATOR (**AED**) - Located inside to the right of the Pavilion entry door **may be accessed for emergency use at any time day or night**. See C9 for further explanation.
4. USE - Available for daily use by all residents and guests unless reserved for a private party function. The Heron Bay Calendar is posted at heronbayhoa.com and the Pavilion Bulletin Board (password Heronbay1). Audio-visual equipment use is limited to community events and private functions. Without the Board's prior written permission nothing belonging to the Pavilion may be removed from the site.
5. HOLIDAYS – The Pavilion is reserved for community use on all Federal Holidays**. See Appendix F for the schedule of days reserved.**
6. TIME – The Pavilion must be secured with all guests departing at the appointed hour. The start and end time of the event must include the set-up and clean-up time.
7. CARE OF THE FACIILITY - Residents must clean up after use: empty trash; turn off lights, fans, AV equipment, heaters, and lock doors.
8. SAFETY - For safety purposes, the pool gate cannot be propped open during events. Bottles and glasses are prohibited in the pool area and must be used with care on Pavilion Patio.
9. SMOKING – Smoking is strictly prohibited inside the Pavilion and within ten feet of any Pavilion entrance.
10. PETS – Pets are NOT permitted inside the Pavilion and must be leashed and controlled when in the area.
11. PARKING – For community events and private party events, cars must first park in the main lot; then along Shoreline Drive; no parking is permitted on any roads adjacent to the condominiums. Golf cart parking use gravel area; any overflow use basketball courts.
12. ACTIVITIES AND ORGANIZED GROUPS

    The Pavilion is intended primarily as a social, educational, recreational, and community gathering space for Heron Bay residents. The following requirements apply to all Pavilion use, including private reservations, community activities, and organized or recurring groups:

    1. All activities must be sponsored by a Heron Bay resident who is responsible for the activity and compliance with Pavilion rules.

2. The Pavilion may not be used by any outside organization—including a church, political organization, business, nonprofit, or similar organization—as its regular meeting place, place of worship, operating location, campaign headquarters, business location, or institutional facility.
3. Activities may not be advertised or promoted to the general public.
4. Commercial activities, sales, business promotion, and solicitation are prohibited.
5. Unauthorized fundraising or solicitation of donations is prohibited.
6. Political campaigning, candidate events, electioneering, and campaign fundraising are prohibited.
7. Activities may not unreasonably interfere with the use and enjoyment of the Pavilion or surrounding Recreation Center facilities by other residents.
8. All activities must comply with Association rules, occupancy and safety requirements, and applicable law.
9. Any organized or recurring group recognized by the Board must be resident-led and primarily for the benefit of Heron Bay residents. Participation may be limited when reasonably related to the stated purpose or nature of the group—for example, a women's study group, gardening club, couples' dinner club, men's bocce league, or similar resident activity—provided the limitation complies with applicable law.

13. RESERVING THE PAVILION FOR PRIVATE FUNCTION - Residents must be in good standing. Reservations are approved after community events are posted and scheduling always gives priority to community events and activities. Requests are approved on a first-come, first-served basis. Submission of a reservation form is required and must include the following: information on the purpose of the private event, planned number of attendees, expected duration, and audio/visual requirements. Resident will be notified when event is approved. **For further instructions see: APPENDIX F – PAVILION RESERVATION POLICY**
14. RESPECT PRIVACY - Residents are asked to be respectful of private reservation groups if they are using external tables and benches.
15. AUDIO VISUAL EQUIPMENT – Audio-visual equipment is only available for private functions. A resident interested in using AV equipment must make the request when booking the pavilion. The day of the function, the resident will connect with an AV-trained Pavilion committee member to gain access to the equipment and receive any necessary instruction.
16. AFTER FUNCTION CHECK – Residents should review the Inspection checklist and ensure that electronic equipment, lights, fans, and heaters are turned off and coffeemakers are unplugged. Following each private function, a member of the Pavilion committee will inspect the facility using the checklist. Any infractions will be reported to the Association's property management company.

C3 – BOCCE COURTS

1. HOURS OF OPERATION – 8am- 10pm
2. USE – Courts are to be used for Bocce play only. If Association-provided equipment is used, it is to be returned and secured in the proper container in working order immediately after use. After play the courts are to be raked and broomed with the tools provided.
3. TIME – Play is to be limited to one hour if others desire to play unless part of a community-sanctioned program or event.
4. SMOKING/EATING – Smoking on the courts is not permitted. Each person is responsible for their own refuse, taking care not to spill food or drink on the courts.
5. PETS – Pets are NOT to be on the court and must be leashed and controlled when near the area.

C4 – SPORTS COURTS (TENNIS, PICKLEBALL, BASKETBALL)

1. HOURS OF OPERATION – 8am – 10 pm
2. USE – Courts are to be used for tennis, pickleball and basketball only. Tennis shoes must be worn during play. Hanging on rims or nets is prohibited. If Association-provided equipment is used, it must be returned and secured in the proper container in working order immediately after use.
3. 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.
4. TIME – Play is to be limited to one hour if others desire to play unless part of a community-sanctioned program or event.
5. SMOKING/EATING – Smoking on the courts is not permitted. Each person is responsible for their own refuse, taking care not to spill food or drink on the courts.
6. PETS – Pets are NOT to be on the court and must be leashed and controlled when near the area.

C5 – PLAYGROUND

1. AGE – Persons under age 10 must be accompanied and supervised by an adult.
2. HOURS OF OPERATION – 8am- 10pm
3. USE – Be careful and use equipment properly. Be courteous - no rough playing. One person on a swing at a time.
4. SMOKING/EATING – Smoking on the playground is not permitted. Each person is responsible for their own refuse, taking care not to spill food or drink on the playground equipment.
5. PETS – Pets are NOT to be on the playground equipment and must be leashed and controlled when near the area.

C6 – DOG PARK

1. AGE - Handlers must be at least 14 years of age.

2. LIMIT – Limit of 2 dogs per person. No puppies less than 4 months old allowed. Female dogs in heat are prohibited. Dogs must be licensed and fully vaccinated.
3. HOURS OF OPERATION – Dawn to Dusk
4. USE - Dogs must be leashed while entering and exiting the park. Dog gates are to be closed and latched upon entering and exiting dog park for dog safety and to preserve lifespan of gates and keep out wildlife.
5. CARE OF PARK - Owners are required to clean up after their dog. Waste bags are available at dogi-pot stations.
6. SAFETY - Dog owners are always responsible and liable for the actions and behavior of their dogs and must remain in the park with dogs during visit. Dogs must be removed at first sign of aggression.
7. SMOKING/EATING --No food or glass allowed. Each person is responsible for their own refuse.
8. Dogs must be on a leash and under control of a responsible person until inside a fenced area.

C7 – DISC GOLF

1. AGE – Persons under the age of 14 must be accompanied and supervised by an adult.
2. HOURS OF OPERATION – Dawn to Dusk
3. USE – Keep a watchful eye on all players and users of the walking path when throwing discs toward baskets. Use equipment as game rules indicate. If Association-provided equipment is used it should be returned and secured in the proper container in working order immediately after use.
4. TIME – Play is to be limited to one hour if others desire to play unless part of a community-sanctioned program or event.
5. SMOKING/EATING – Each person is responsible for their own refuse, taking care to remove food and drink containers from the Course.
6. PETS – Pets must be leashed and controlled when near the area.

C8 - COMMUNITY STOREROOM

1. HOURS OF OPERATION – 8am- 10pm
2. USE – Community recreational equipment may be borrowed from the storeroom located adjacent to the parking log. Association-provided equipment is used is to be returned and secured in the proper container in working order immediately after use. Canopies may be borrowed for use at a resident's property and must be signed out. Janitorial supplies are for amenity use only.
3. EVENT SIGNS – Two event signs may be used by event planners as follows: 1) Three days prior to the event a sign can be placed at these two designated areas a) Shoreline Drive at the turn to the Amenities Complex/Harbor Point and b) The second entrance near the Shoreline/Shoreline West sign. 2) The signs must be removed and returned to the Storeroom one day after the event. 3) Lack of proper use of the signs may forfeit future use.

C9 - AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

1. LOCATION – Pavilion on the wall near the AV cabinet.
2. HOURS OF OPERATION – 24 Hrs. per day.
3. USE – FOR EMERGENCY USE ONLY and **does not eliminate need to contact 911**.
4. PURPOSE – To shock an individual's heat from a lethal rhythm to a regular one.
5. SUPPLY BAG CONTENTS - Gloves, mask, tape, razor, scissors, airway and bag for used items
6. ACCESS - The AED can be accessed in the Pavilion using the amenity key. The "bubble" surrounding the AED will have a red light around the outer rim indicating the system is in operating condition. There is a small green light on the AED unit that flashes every 6 seconds indicating the AED is fully charged and ready for use.
7. REMOVAL - The AED is housed in a climate controlled "bubble." To remove bubble, twist in the direction of the arrows. The bubble will then just hang from the housing unit attached to a cord. The AED and the supply bag can now be removed and taken to a location for use. When the AED cover is opened, verbal instructions begin. Follow these instructions. When EMS arrives, they will remove AED.
8. IF USED - Notify Marcia Belcher at 614-206-0957 immediately to replace supplies.
9. QUESTIONS – For questions/concerns, contact Marcia Belcher at 614-206-0957

C10 – WALKING TRAIL

1. HOURS OF OPERATION – Dawn to dusk
2. USE – Trails are to be used for walking, jogging or enjoying Heron Bay's natural resources.
3. EQUIPMENT - Roller blades, skateboards, bicycles, scooters, motorized equipment such as golf carts or any other recreational vehicles are not permitted to be used on the trails.
4. SMOKING/EATING – Smoking on the trails is not permitted. Each person is responsible for their own refuse, taking care not to spill food or drink on the trails.
5. PETS – Pets must be leashed and controlled when on the trails. Owners are required to clean up after their dogs. Waste bags are available at dogi-pot stations.

APPENDIX D - GOLF CART RULES

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 and following the Golf Cart Rules described herein and any amendments and for training all operators, passengers, and other persons using their golf carts.

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 posted speed limit 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 or boardwalk 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

   d. Driving from the passenger side is prohibited. Every occupant must be seated in a designated seating area. Towing anything, including but not limited to bicycles, skateboards, scooters, and wagons, whether or not a person is riding on the item being towed, is prohibited. This does not apply to the board sanctioned 4th of July golf cart parade.

   e. Proper lights and reflectors must be in place and used if operated at night. Vehicle direction signals, including but not limited to stop lights, apply to all motorized vehicles, including but not limited to golf carts.

4. 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.

5. OTHER MOTORIZED – The above rules, where applicable, also apply to any All-Terrain Vehicle, Motorcycle, Scooter, Motorized Bike, Scooter, Hoverboard, or similar item. Operators assume all risks, must maintain control, and follow the rules of the road.

APPENDIX E - 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.

   1. 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.

4. Contact the property manager at manager@heronbayhoa.com if you have any questions regarding the collection policy.

APPENDIX F - PAVILION RESERVATION POLICY

Heron Bay Pavilion

Private Function Reservation Agreement

Terms and Conditions

1. Heron Bay residents in good standing are permitted to reserve the Pavilion and the resident must be present during the event.
2. To maximize the availability of the pavilion for newly forming community clubs, leagues, groups and private party functions, no resident of a single address may have more than one reservation at any one time as shown on the Heron Bay Events Calendar. Upon completion of the reservation, the residents may apply for another reservation. The maximum number of private party reservations by the residents of any single address in a calendar year is two.
3. To reserve the pavilion on an exclusive basis for a private party event, there needs to be a minimum of 10 people attending the event. If there are less than 10 people, consider using the pavilion without a reservation on a non-exclusive shared basis, or holding the event at a residence.
4. If a resident would like to plan an event or form a new community group to be open to all Heron Bay residents, they should present a proposal to the Heron Bay Board.
5. Residents' right to use and enjoy the Pavilion and other facilities is subject to the Heron Bay Declaration, the Association's Rules, the terms and conditions of this Agreement, and such other reasonable requirements as the Board may from time to time adopt.
6. Unless otherwise determined by the board, the Pavilion is reserved for Community Use only for all Federal holidays based on the following schedule:

Day Holiday Observed	Days Pavilion Reserved for Community Use
Monday	Saturday, Sunday and Monday
Tuesday	Sunday, Monday and Tuesday
Wednesday	Days set by March 1st of each year based on the Social Calendar
Thursday	Thursday, Friday and Saturday
Friday	Friday, Saturday and Sunday
Saturday	Friday, Saturday and Sunday
Sunday	Saturday, Sunday and Monday

7. All days not reserved for Community Use are available for Private Reservations.
8. All community and private use reservations can be seen on the Heron Bay Calendar on the Owners tab of heronbayhoa.com (password is Heronbay1)

9. The approved capacity limit is 73 if tables are used, and 99 when no tables are used. The resident reserving the Pavilion is responsible for ensuring the approved capacity limit.
10. Loud music or parties which infringe on others' use and enjoyment of the recreational areas or that disturb other owners are not permitted.
11. Prior to a private party event, the reserving resident is encouraged to inspect the Pavilion and note any issues or concerns with its physical condition. Photos may be taken to report concerns to the reservation coordinator. The reserving resident is responsible for ensuring that at the conclusion of the event the following occurs:
    a. Roll-up doors are down, and entry doors are locked.
    b. Electronic equipment, coffee pot is unplugged, lights, fans, and heaters are turned off.
    c. The facility is cleaned as follows:
        - ✓ Sweep floors and patio
        - ✓ Clean sink and counters
        - ✓ Wash any dishes
        - ✓ Return any furniture brought out of storage back to storage
        - ✓ Decorations are to be removed
        - ✓ Glitter and confetti are prohibited
        - ✓ Bag all trash and place in the Waste Management containers by the pool storage room. When WM containers are full, take trash to your residence.
12. Following a private function, an inspection will be conducted by a member of the Pavilion Committee using the Inspection Checklist (Figure 2). Any infractions will be reported to the Association's property management company.
13. If additional cleaning is required, a minimum $50.00 cleaning fee may be assessed to the resident. If damages or cleanup costs occur or are required, the resident's account may be assessed the cost of repair.
14. The resident reserving the Pavilion is responsible to inform guests that use of the facility is at their sole risk and responsibility. Neither the Heron Bay Master Association, Inc. nor the property manager are responsible for any accident, injuries or losses that might occur on Pavilion premises. Resident further hereby relieves, releases, indemnifies, and holds the Association harmless from and against all claims, actions, cause of actions, liabilities, or costs (including, without limitation, attorneys' fees) of whatsoever nature, kind, or description, including, without limitation, for damage or injury to any property or person (including death), arising out of, related to, or a consequence of the resident's, or guests' access and/or use of the

Pavilion.

15. The Association will not provide police, security, or any other such services for the benefit of resident and their family members, contractors, vendors, or guests. Resident understands and acknowledges that they are responsible for all actions, negligent, unintentional, or intentional, of themselves and resident's family members, contractors, vendors, and guests on route to, during, and after the event.
16. If a resident cancels their reservation, they should inform the Reservation Coordinator as soon as possible.
17. Heron Bay Master Association reserves the right to cancel or alter this agreement at any time.
18. Failure to abide by all terms & conditions of this agreement including all other Association rules, regulation and guideline policies can result in enforcement assessments or suspension of facility privileges. Resident understands that this Agreement is not a residential or rental agreement under the provisions of the Ohio Revised Code Section 5321.01. Resident agrees that the provisions of the Ohio Revised Code Section 5321 do not apply to this Agreement in any legal action whatsoever. Resident agrees that neither the Association nor the Association's property management company is a landlord under the terms of this Agreement nor are any of the terms of this Agreement to be construed as creating the relationship of landlord-tenant between the resident and the Association, or the Association's property management company.

To Submit a Reservation Request

1. Go to the website heronbayhoa.com.
2. Click on the **Owners** tab
3. Enter the password **Heronbay1** to gain access to this tab.
4. Click on **Reservations**
5. Click on **Pavilion Rules** (It is important to read and understand these rules before submitting a request form)
6. Fill out the request form with Name, Address, Email, Phone, Date, Number of expected guests, Start and End time, Purpose of function and whether you need to use the Audio Visual equipment.
7. Affirm that you have read, understood, and agree to The Heron Bay Pavilion Rules and the terms and conditions of this Private Function Reservation Agreement. This will also certify that you are a resident of

Heron Bay in good standing and take full financial responsibility for any damage incurred to the Pavilion during the reservation period.

8. Submit the request form.
9. You will hear back from the administrator regarding the request. All approved reservations will be posted on the calendar (also accessible from the **Owner** tab)

Figure 2 – Inspection Checklist

A member of the Pavilion Committee will perform an inspection after the event using the following checklist. Blank copies of the checklists are kept in a metal box on the wall in the storeroom.

Checklist Item	Comment
Tables	
Chairs	
Walls	
Floors	
Counters	
Cabinets	
TV	
Remote(s)	
WIFI	
Receiver	
Heaters, thermostat and Fans	
Speakers	
Coffeemakers	
General cleanliness	
Other	

If the resident notices anything out of order either before, or after the event, please make a note of it on a checklist for future reference during the inspection and place it back in the metal box. Photos will be especially helpful if possible.

Pavilion Reserved by:_____
Date and Time of Event_____
Date and Time of Inspection_____
Inspected by_____