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## THE COTTAGES AT BLUE HERRON LAKES

### RULES AND REGULATIONS

These Rules and Regulations ("Rules") are made pursuant to The Cottages at Blue Herron Lakes Condominium Declaration (the "Declaration") and apply to the property comprising The Cottages at Blue Herron Lake Condominium (the "Condominium") including but not limited to the Common Elements, Limited Common Elements and Units. By owning or occupying a Unit in the Condominium, each Owner and Occupant agrees to abide by these Rules, as well as the obligations imposed upon Owners and Occupants in the Declaration and Bylaws of the Condominium.

For the convenience of Owners and other persons occupying a Unit, whether owner, tenant, guest, patron or other invitee ("Occupant") of the Condominium, these Rules may repeat some of the rules and covenants contained in the Condominium Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between the Condominium Documents (as defined in the Declaration), the hierarchy of authority shall be as follows: Declaration (highest), Articles of Incorporation, By-Laws and these Rules (lowest).

For the purpose of these Rules, the terms Owner and Occupant may be used interchangeably and all Rules shall apply to each unless the context clearly states otherwise.

These rules shall remain in effect until amended by the Board of Directors of the The Cottages at Blue Herron Lakes Condominium Owner's Association, as stated herein.

#### I) COMPLIANCE.

1) Each Owner shall comply with the provisions of these Rules, the Declaration, the Articles and the By-Laws, as any of these may be amended from time to time. Each Owner, additionally, shall be responsible for compliance with the Condominium Documents by the occupants of his or her Unit, and his or her or their respective invitees, tenants, agents, employees, or contractors.

2) These Rules may be amended by a majority vote of the Board of Directors or a two thirds vote of the members of the Association.

3) The Association may levy a fine, not to exceed One Hundred and No/100 Dollars (\$100.00) per occurrence or per day (as the case may be), for violations of these Rules.

#### II) OBLIGATIONS.

1) Each Owner is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Condominium Property to whom the Owner has a duty of care, control, or custody.

2) Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Occupants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.

3) Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Condominium Documents.

4) Each Owner is solely responsible for insuring his or her personal property. Personal property placed in or on the Common Elements shall be solely at the risk of the owner of such personal property. Each Owner is also solely responsible for such Occupant's liability to third parties for occurrences within the Owner's Unit. The Association urges Owners and Occupants to purchase property insurance on their personal belongings and liability insurance for occurrences within their Units and incidental damage resulting therefrom.

5) Nothing shall be done in, on, or to the Common Elements which will impair the structural integrity of any Unit or which would structurally change any of the Units.

6) The streets, sidewalks, walkways, and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units, nor shall any carriages, toys, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon.

7) Personal property of Unit Owners shall not be stored outside their Units. Unit Owners may keep normal porch furniture on their porches.

8) The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Directors.

### III) OCCUPANCY STANDARDS.

1) No part of the Condominium Property shall be used for any purpose except housing and the common recreational purposes for which the Condominium Property was designed. Each Unit shall generally be used as a residence for a single-family. No portion or all of any Unit may be used as a professional office whether or not accessory to a residential use, except with the express written consent of all the Unit Owners and the Board of Directors of the Association. Notwithstanding, Declarant may use one or more Units as "model" Units for the purpose of marketing and advertising solely during the time of Declarant control, as indicated in the Condominium Bylaws.

2) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board of Directors except as herein or in the Bylaws expressly provided.

3) No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets owned by Unit Owners, not to exceed two (2) per Unit without the approval of the Board of Directors, may be kept in the Units, subject to the rules and regulations adopted by the Board of Directors provided they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the Common Elements unless on a leash.

4) No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in his individual unit by himself, his family, his guests, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

5) No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the Units, Limited Common Elements or Common Elements by any Unit Owner or occupant without written permission of the Association. The Declarant may use sale signage and other advertising materials while actively selling Units.

6) All attic spaces shall be decked with 1/2" plywood prior to storage of any items whatsoever. No toxic substances or combustible items shall be stored in attic areas.

#### IV) ALTERATIONS AND IMPROVEMENTS.

1) Except as to Declarant, no alterations of any portion of the Common Elements or additions or improvements thereon or of any portion of the Unit visible from the exterior of the Unit shall be made by any Owner without the prior written approval of the Board of Directors or the Association. Further, any alterations within a residence that include electrical or plumbing modifications and/or wall changes must be submitted in writing for approval by the Board of Directors of the Association. No Owner shall make any structural modification or substantial improvement to or alteration of or to his or her Unit or the Common Elements, including any alteration or modification involving plumbing, electricity, fire protection and access control systems, heating, ventilating, air conditioning systems or any mechanical or structural systems, except in a manner authorized in writing by the Board or the Association. At no time will construction of a permanent nature covering an exterior window or a portion of a window be allowed. Unit Owners shall be responsible for any and all glass breakage. Replacement of glass windows must be installed from the interior side or from the adjoining terrace. To the extent deemed necessary by the Board, all payment and performance bonds required by the Association or Declarant, names of all contractors, subcontractors and other parties which will be involved therewith, plans, specifications, mechanical and engineering drawings and renderings for any

proposed structural modification or substantial alteration, improvement to or modification of a Unit must be submitted, no less than thirty (30) days prior to the date of commencement of such work, by such Owner to the Board for review and approval. The Board may impose such specifications and requirements as it may reasonably deem necessary in connection therewith, including, without limitation, the right to require (but having no duty to so require) that the Owner provide assurances that the alterations, additions, improvements, and modifications comply with all applicable governmental requirements. Further, the Board has the right to approve or deny any of such alterations, additions, modifications or improvements, or the contractors, subcontractors or other personnel performing same, so that, among other reasons, the quality, integrity and safety of the Condominium can be promoted and in order to ensure that the alterations, additions, improvements and modifications (i) are consistent and compatible with the existing Building, and (ii) do not encourage or involve a violation of the Condominium Documents. Upon reasonable notice and reasonable time(s), if requested by the Board of Directors, an Owner shall allow the Board or its agents the right to inspect all work in progress. Provided however, that if the Board or its agents perform any such inspections, same shall not be construed as a representation or warranty as to the quality or scope of the work for any particular purpose. In the event any Owner constructs or causes to be constructed any alteration, addition, improvement or other modification to his or her Unit which encroaches on any Common Element or any other Unit, the Board may require such Owner, at his or her sole cost and expense, to remove such encroachment and to restore and repair any damage caused by same or attributable thereto. No approval by the Board of any such alterations, additions, modifications or improvements, or the plans, specifications, mechanical and engineering drawings and renderings, or the contractors, subcontractors or other personnel performing same, will be or constitute any representation or warranty by the Board as to the adequacy or sufficiency thereof, or of the compliance of same with any applicable laws, codes or ordinances. All alterations, additions, modifications or improvements must be performed in a prompt, diligent and professional manner, must comply with the plans, specifications, mechanical and engineering drawings and renderings submitted to the Board (with any requisite changes, additions, modifications or alterations thereto which may be imposed by the Board), all necessary building permits must be obtained, and a copy furnished to the Association, and all such work must comply with all applicable codes, ordinances, laws and regulations applicable thereto.

2) To obtain the Board of Directors' written consent for a modification, an Owner must submit to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors' failure to respond to the Owner's written request within 45 days after it receives the Owner's request shall be construed as no objection to the proposed changes.

#### V) AMENITIES and COMMON AREAS

1) The amenities, facilities and Common Areas of The Cottages at Blue Heron Lakes Condominium are solely for the use of Unit Owners and their guests. The Board of Directors of the Association shall have the right to limit the number of guests and invitees who may use the Common Areas. Unit Owners and Occupants are responsible for the conduct of their guests at all times.

**2) Parking Areas.** In recognition of the fact that all Units have an attached garage for the parking of vehicles owned and used by Unit Owners and Occupants, all parking areas contained within a Common Area shall be reserved to the guests and invitees of Unit Owners to the extent practical.

a) Parking spaces reserved to guests and invitees shall not be used to park inoperable vehicles for an unreasonable length of time, nor for abandoned vehicles.

b) Grassy areas shall not be used for the parking of vehicles, including boats.

# **COTTAGES AT BLUE HERON LAKES RULES AND REGULATIONS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION**

## **Car Washing:**

- 1. CAR /TRUCK WASHING IS NO LONGER ALLOWED ON SITE AT THE COTTAGES OF BLUE HERON LAKES. Anyone reported violating this new rule will receive a warning letter for first offense and a \$100.00 fine for the second offense and \$200.00 for third offense.**

## **Parking:**

1. Visitor parking is for visitors only & not residents. If you have more than 2 vehicles you are allowed to parallel park 1 vehicle in front of your garage making sure not to block the street.
2. Your garage is designed to park 2 vehicles. It is not a storage area. There is a large storage area above your garage for this purpose. Your garage door should be shut at all times when not in use. This is for your safety and that of others to prevent persons from hiding in an open garage. If your door won't shut you need to contact Lewis Co. if you are an owner or whomever you lease from if a renter.
3. No parking is allowed along any curbs or grassy areas. Parking on the grass is strictly prohibited. There should never be any parking along the curb leading to the pond.
4. There will be no parking by anyone in the red fire zone at the entrance to the property.

Infractions of the parking rules will result in fines being leveled and your vehicle can be towed off the property at your expense.

## **Dumpsters:**

All trash is to be placed inside the dumpster. Nothing is to be place on the ground. Boxes should be broken down before being placed in the dumpster. Anyone reported leaving furniture outside the dumpster will be fined \$100.00 and the cost of removal.

## **Noise:**

Loud music and loud noise will not be tolerated, especially after 9:00pm at night. Fines will be issued and the police will be called and you will be cited for disturbing the peace.

## **Pets:**

**Pets must be on a leash at ALL times and owners are responsible to clean up the POOP when walking their pets.** Only small breed dogs and cats are allowed. There will be no Pit Bull breeds on the property. Anyone reported violating the pet rules will be fined \$100.00

**Antennas:**

Dish antennas must not be placed on the roof or eaves. The antenna must be placed inside your fence on a pole or tripod.

These condos were originally built for ages 55 and above. That is the reason there are no playgrounds or areas for children to play. If you have children you are responsible for supervising them because you are responsible for their behavior. Due to past problems the following will no longer be allowed:

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|---------------|---|
| Skateboarding | Bicycle Riding*   |
| Roller Blades | Ball playing in groups on the grass or in the streets** |
| Scooters*     | 3 – Wheelers*   |

- \* Children under the age of 7 years old will be allowed to ride their bicycle, scooters and 3 wheelers with parent supervision on the sidewalks. They must yield right of way to those walking on the sidewalk.
- \*\* Ball playing will be allowed in the open field alongside the pond. Children should be warned to stay away from the pond at all times.

\*Children are not to bounce balls off the buildings or climb over fences to retrieve their ball. This is trespassing and is also weakening the fences. Children should not climb on or sit on the large green electrical boxes located throughout the property, as this could be hazardous. Also there should be no door-to-door solicitation on the property.

\*Make sure that anything used in your commode is flushable. We are having sewer problems that can be prevented by not using wads of thick toilet tissue or non-flushable wipes.

\*Non-compliance to the rules can result in fines of \$100.00 per day. If the police have to be called to your unit 3 times you can be evicted.

**\*IF YOU RENT YOUR UNIT, YOU ARE RESPONSIBLE TO MAKE SURE YOUR TENANTS ARE AWARE OF ALL THE RULES AND REGULATIONS. FINES WILL BE ISSUED TO THE OWNER NOT THE TENANT!**

If you have any questions you can call ~~Lewis Companies at 225-766-8802~~ or your rental agent or talk with any of the 5 board members living on the property.