

RULES & REGULATIONS

HEATHER HILL MASTER CONDOMINIUM ASSOCIATION

APPROVED BY THE BOARD OF DIRECTORS

APRIL 2024

Modified from April 10, 2017

Each owner, invitee, relative, guest, tenant, or otherwise of Heather Hill shall, in addition to the obligations and duties as set forth in the Declaration of Condominiums, the By-Laws, of amendments thereto, be governed by the following Rules and Regulations.

PETS: Pets are not permitted anywhere in Heather Hill. No pets, except aquarium sized fish or a maximum of two (2) birds no larger than a cockatiel, are permitted. This prohibition includes animals accompanying visitors who bring pets for the purpose of pet sitting. The feeding of strays, defined as domestic animals who are lost or otherwise at large, is not permitted.

For qualified Assistant Animals **or Emotional Support animals with proper documentation** an application must be submitted to the Board of Directors for approval. In accordance with local ordinances, all dogs and cats must be leashed outdoors.

Parking: Heather Hill Condos is a one vehicle/unit community. (unless additional parking can be arranged with a unit owner who has no vehicle **or is not using that space [seasonal]** Building directors must be made aware of this agreement in writing for clarity! Vehicles shall be parked only in the parking space so designated for that purpose by each condo. Such designation may be by appropriate marking of the space as determined by each condo. Guest parking spaces will be designated by the word "GUEST" stenciled in the appropriate space. Guest areas are for the use of guests or tradesmen. Vehicles, as used in this article, refer to automobiles, pick-up trucks, work vans and golf carts. Excluded to owners, tenants **or visitors** are motor homes, trailers, camping vans. **Also excluded** are commercial conveyances, whether lettered or giving the appearance of commercial or business use, and any and all modes of travel which tend to exhibit a noise level incompatible with the tranquility expected in this community. At no time may any vehicle extend into the roadway.

Owners who loan or rent their designated parking space to anyone are still ultimately responsible for any damage incurred by the result of such use. Notification to the Board of Directors of intent to loan or rent does not nullify this responsibility. Owners are prohibited from

loaning or renting their designated parking place to non-residents. Storage of a vehicle by a non-unit owner is prohibited anywhere on the condominium property.

Mechanical Repairs to vehicles are prohibited anywhere on the condominium property.

RESIDENTS: Each unit shall be used only for the purpose of a single family residence. The principal resident being over the age of fifty-five (55) years and any secondary family member/s, except for a spouse, shall be no younger than forty (40) years of age. Guests are permitted for a period not to exceed one (1) month per calendar year. Children under the age of eighteen (18) years are permitted for a period not to exceed two (2) weeks per calendar year. Any occupants other than unit owners, who are in residence without the presence of the owner, are presumed to be renting said premises and are subject to Board approval and the payment of fees imposed by the Association. Any deviation from this rule must be presented to the Board of Directors, and the owner will abide by the decision of the Board. Any person moving into an occupied or vacant unit as a caregiver or companion to a resident shall be considered an individual resident for that purpose and may not bring any other individual(s) to reside therein.

REAL ESTATE: No signs or advertisements of any kind may be posted anywhere on the property, with the exception of notices of items regarding Heather Hill business.

No home based business requiring vehicular or foot traffic is permitted.

Owners desiring to sell or rent a unit must provide knowledge to the prospective buyer/lessor of screening requirements and submit a completed application and appropriate fee from the prospective buyer/lessor to the Association for approval prior to occupancy. Seller is also required to **direct** buyer/s to copies of the condominium documents, including the Declaration of Condominium, By-Laws, and Rules and Regulations **which are found on the Heather Hill website heatherhillcondos.com**. As previously specified, going forward from the date, April 10, 2017, no new owner may rent their unit within the first two (2) years of purchasing the unit. After the two (2) year requirement, only one (1) lease in any twelve (12) consecutive month period will be allowed. Current owners, as of the date, April 10, 2017, no lease is allowed for less than six (6) months.

POOL: Minor children must be accompanied by the custodial parent, the grandparent, the legal guardian, the unit owner, or the unit tenant of whom they are guests, in the pool or pond areas. In the absence of the custodial parent, the grandparent or the legal guardian, the unit owner or the unit tenant must assume full responsibility and liability for any child.

Persons who are incontinent or lack bowel control, including babies and small children, are prohibited from entering the pool.

CLUBHOUSE: The clubhouse is reserved for the use of owners and residents for approved social and business events of Heather Hill only. Requests for use will be handled by a designated Board Member. A security deposit, determined by the Board of Directors, must be submitted with the request.

The Clubhouse Use Guidelines must be followed.

UNIT MAINTENANCE: Each occupant shall maintain his/her apartment in good condition and repair, including all internal surfaces within his/her apartment, and maintain and repair the fixtures therein. All flooring in second or third floor units in multilevel buildings must be wall to wall carpeting, except in the kitchens or bathrooms, to prevent noise or disturbances to the occupant below or adjacent unit. If wall to wall carpeting is replaced, it can only be replaced by flooring that includes insulation with a sound rating of 70 or greater. Sound rating is defined in terms of Impact Insulation Class (IIC) and/or Sound Transmission Class (STC). All utilities which are metered separately to an apartment will be paid promptly. Common areas of the buildings, such as walkways, carports, landscaped and grassed areas, etc. shall be used only for the purposes intended. No articles belonging to apartment occupants shall be kept in such areas, temporarily, or otherwise. Occupants who have a courtyard attached are responsible for the courtyard in regards to maintenance of fences and interior elements, and for landscaping and plantings in a manner that is reasonable. Additional planting may be made, but must be maintained in a manner acceptable to the Association. In the event an occupant vacates the property for a considerable length of time, arrangements must be made for the maintenance of the court yard in a manner acceptable to the Association. Residents, who leave their premises for a period of one week or more, must remove all exterior objects which are not permanently affixed.

Unit occupants are reminded that the alterations and repair of buildings is the responsibility of the Association, except for the interior of each unit.

No exterior painting of doors, additions/replacement of exterior doors, exterior lighting fixtures, windows, or any other item whatsoever is permitted without approval of the Board of Directors.

Any alterations to the interior boundary wall is forbidden except as permitted by the Board of Directors.

All alteration work must be done and completed according to the terms of the Alteration Application, as defined by board approved application and may need permitting as defined by Dunedin.gov.

<https://www.dunedingov.com/files/assets/city/v/1/community-development/documents/building/residential-building-permits-a-homeowners-guide.pdf>

Each unit may identify its occupant by a name plate of a type and size approved by the association and mounted in a place and manner so approved.

NOISE: No occupant may make or permit any disturbing noise in the building or on the condominium property, whether made by him/her or family, friends, or guests, nor do or permit anything to be done by such persons that would interfere with the rights, comfort, or other conveniences of other occupants. This prohibition includes vehicle radio, musical instruments, audio devices, televisions, radio, machinery in any apartment or, on or about the condominium property between the hours of 11:00PM and the following 8:00AM. Car locking indicator horn signals are restricted during the above times. The first infraction will receive a warning. Any subsequent infractions will be referred to the Board of Directors for action.

ANTENNAS: No radio or television antennas, or any wiring for such purpose may be installed on the exterior of any building or upon the condominium property without the prior written consent of the Association.

COMPLIANCE: Enforcement of the Rules and Regulation shall be the responsibility of the Board of Directors. Failure to comply can result in such action of the Board as deemed necessary, including fines and possible interest charges, and possible revocation of privileges. Unpaid fines and interest become debt, and can result in liens on the unit property