

**RULES AND REGULATIONS
FOR
THE HERON AT THE SANCTUARY, A CONDOMINIUM**

All capitalized terms used herein shall have the same meaning given such terms in the Declaration of Condominium for THE HERON AT THE SANCTUARY, A CONDOMINIUM (the "Declaration") unless expressly set forth in these Rules and Regulations. The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units and the Condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all Condominium Unit Owners. The Condominium Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other Condominium Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium and any facilities or services made available to the Condominium Unit Owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS FOR THE CONDOMINIUM ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the officers of the Association.

1.2 Violations will be called to the attention of the violating Condominium Unit Owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The Common Elements of the Condominium are for the exclusive use of Association members, their families, lessees, resident house guests and guests accompanied by a member. Any damage to the Common Elements caused by any Condominium Unit Owner or his lessees or guests shall be repaired at the expense of the subject Condominium Unit Owner.

3. USE RESTRICTIONS

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

(a) Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six persons residing in the Condominium Unit.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. No Unit Owner shall be permitted to park more than one (1) vehicle for personal use in the common parking spaces. The Condominium Unit Owners agree to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods of actual construction or repair of a structure for ground maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Condominium Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Condominium Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Condominium Unit Owner or its lessees will be permitted outside the confines of such owner's Condominium Unit.

(c) No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

(d) Each Condominium Unit Owner shall maintain his Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his Condominium Unit, and each Condominium Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Condominium Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(e) Each Condominium Unit Owner shall maintain his Condominium Unit in a clean and sanitary manner.

(f) No owner or resident of a Condominium Unit may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or owners of the Condominium Property.

(g) Each Condominium Unit Owner may identify his Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

(h) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

(i) All damage to the Condominium Property caused by the moving and/or carrying of articles therein or therefrom shall be paid by the Condominium Unit Owner responsible for such articles. The Association may require the Condominium Unit Owner to deposit funds with the Association as security for any damage caused by the moving and/or carrying of articles therein or therefrom.

(j) Soliciting is strictly forbidden. It is requested that Condominium Unit Owners notify the Association if a solicitor appears and appropriate action will be taken.

(k) No owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the rights of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit or its lessees commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(l) Each Condominium Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Condominium Units, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Condominium Unit Owner's property by, through, or under him do likewise.

(m) Each Condominium Unit Owner or resident shall allow the Board of Directors or the agents and employees of the Association to enter its Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair, and/or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include the Limited Common Elements) or to another Condominium Unit or Condominium Unit.

(n) Condominium Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a Condominium Unit except by a plumber or electrician licensed in Lee County, Florida.

(o) All garbage and trash containers shall be located within designated enclosed areas in such a manner as to be out of view of the street and neighboring and adjacent Condominium Units.

(p) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

(q) All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of Directors as set forth more fully in Paragraph 17 of the Declaration.

(r) Solar collectors shall only be permitted at locations and on structures as are first approved in writing by the Board of Directors.

(s) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

(t) Commonly accepted household pets such as dogs, cats and pet birds may be kept by the Condominium Unit Owner but not by tenants of the Condominium Unit; provided, however, such pets must be kept in reasonable numbers and the aggregate weight of such pets must not exceed thirty (30) pounds. All animals shall be contained on the Owner's Condominium Unit and shall not be permitted to roam free. No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept on the Condominium Property.

(u) A change in the design, material or location of exterior mail boxes must first be approved in writing by the Board of Directors.

(v) No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

(w) The design, color and specifications of any hurricane or storm shutters must be approved by the Board of Directors prior to installation.

(x) Personal property of a Condominium Unit Owner including bicycles, motorcycles, mopeds, golf carts and similar items shall be kept in the Owner's Condominium Unit or the garage for his Condominium Unit except when in use.

(y) The design, color and specifications of any screen doors must be approved by the Board of Directors prior to installation.

BY ORDER OF THE BOARD OF
DIRECTORS OF HERON AT THE
SANCTUARY CONDOMINIUM
ASSOCIATION, INC.

3099-053-89211.02

SUMMARY OF USE RESTRICTIONS

All capitalized terms used herein shall have the same meaning given such terms in the Declaration of Condominium for THE HERON AT THE SANCTUARY, A CONDOMINIUM (the "Declaration") unless expressly set forth to the contrary in this Summary of Use Restrictions. A summary of specific restrictions contained in the Declaration regarding Condominium Unit Owners and use of the Condominium Property are as follows:

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

1. Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six (6) persons residing in the Condominium Unit.

2. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Condominium Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods of actual construction or repair of a structure for ground maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Condominium Unit Owner owning or responsible for the same, for storage or public or private sale, at the election of the Association; and the Condominium Unit Owner owning or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Condominium Unit Owner or its lessees will be permitted outside the confines of such owner's Condominium Unit.

3. No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

4. Each Condominium Unit Owner shall maintain his Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his Condominium Unit, and each Condominium Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Condominium Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

5. Each Condominium Unit Owner shall maintain his Condominium Unit in a clean and sanitary manner.

6. No owner or resident of a Condominium Unit may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends, guests or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or owners of the Condominium Property.

7. Each Condominium Unit Owner may identify his Condominium Unit by a nameplate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

8. No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

9. All damage to the Condominium Property caused by the moving and/or carrying of articles therein or therefrom, shall be paid by the Condominium Unit Owner responsible for such articles. The Association may require the Condominium Unit Owner to deposit funds with the Association as security for any damage caused by the moving and/or carrying articles therein.

10. Soliciting is strictly forbidden. It is requested that Condominium Unit Owners notify the Association if a solicitor appears and appropriate action will be taken.

11. No owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the rights of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

12. Each Condominium Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Condominium Units, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Condominium Unit Owner's property by, through, or under him do likewise.

13. Each Condominium Unit Owner or resident shall allow the Board of Directors or the agents and employees of the Association to enter his Condominium Unit during reasonable hours when necessary for the maintenance, repair, and/or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include the Limited Common Elements) or to another Condominium Unit or Condominium Units.

14. Condominium Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a Condominium Unit, the garage included in the Limited Common Elements for such Condominium Unit, except by a plumber or electrician licensed in Lee County, Florida.

15. All garbage and trash containers shall be located within designated enclosed in areas in such a manner as to be out of view of the street and neighboring and adjacent Condominium Units.

16. No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted on the Condominium Property except as approved by the Board of Directors in writing. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

17. All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of Directors as set forth more fully in Paragraph 17 of the Declaration.

18. Solar collectors shall only be permitted at locations and on structures as are first approved in writing by the Board of Directors.

19. Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

20. Commonly accepted household pets such as dogs, cats and pet birds may be kept by a Condominium Unit Owner but not by tenants of a Condominium Unit; provided, however, such pets must be kept in reasonable numbers and the aggregate weight of such pets must not exceed thirty (30) pounds. All animals shall be contained in the Owner's Condominium Unit and shall not be permitted to roam free. No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept on the Condominium Property.

21. A change in the design, material or location of exterior mail boxes must first be approved in writing by the Board of Directors.

22. No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

23. The design, color and specifications of any hurricane or storm shutters must be approved by the Board of Directors prior to installation.

24. Personal property of a Condominium Unit Owner including bicycles, motorcycles, mopeds, golf carts and similar items shall be kept in the Condominium Unit or the garage for his Condominium Unit except when in use.

25. The design, color and specifications of any screen doors must be approved by the Board of Directors prior to installation.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements, and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of the Declaration and Exhibits thereto.

3099-053-89213