

Exhibit D

RULES AND REGULATIONS OF
HERON POINTE OF DESOTO COUNTY CONDOMINIUM ASSOCIATION, INC.

1. AUTHORITY

A. All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, tenants and lessees.

B. These Rules and Regulations will be reviewed periodically by the Board of Heron Pointe of Desoto County Condominium Association, Inc. and amended as necessary to better serve the membership.

2. ENFORCEMENT

A. Complaints should be reported, in writing, to the manager of the Association.

B. Minor infractions will be called to the attention of the person or persons involved by the manager or an officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.

C. Disagreements concerning complaints will be presented to the Board for adjudicated and appropriate action, with enforcement by civil legal process, if necessary. (See 20, PENALTIES AND FINES)

3. OCCUPANCY/ RESIDENCY

A. Units are for single family use; permanent occupancy of two (2)

persons per bedroom. No more than six guests may occupy a unit at one (1) time.

4. LEASING/ RENTING

A. Unit owners may not rent or lease their unit for less than thirty (30) days to any one tenant, nor more than eight (8) months during any twelve (12) month period to any one tenant.

B. Units shall not be sub-let. The tenant(s) whose name(s) appear on the rental or lease agreement shall reside in the unit for the agreement period. Unit owners shall not be allowed to rent or lease their unit if the owner is delinquent in the excess of 30 days until full payment of their Maintenance Fees have been received.

C. Copies of rental and lease agreements must be given to the manager prior to occupancy by the unit owner or his/her agent.

D. A twenty-five dollar (\$25.00) fee payable to Heron Pointe Condominium Association applicable to all rentals payable by the unit owner or his/her agent. Additionally, the unit owner or his/her agent shall complete a Rental/Lease Registration Form (Form HP001) for the renter/lessee and present the completed form to the Association office fifteen (15) days prior to occupancy.

E. An abbreviated copy of the rules and regulations will be provided to the tenant by the unit owner.

5. DESTRUCTION OF PROPERTY

A. Owners will be responsible for destruction, damage or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts of their lessees or guests.

B. Unit owners, their families, guests, or lessees shall be liable to the

Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

6. VEHICLES AND PARKING

A. No trucks (except pickups used exclusively as personal transportation and such pickups must not have signs, lettering, or other features commonly identified with a trade or business. i.e. ladder racks, ladders, utility boxes, etc.) or commercial vehicles (except during the period of approved construction), campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or stored at any place on the common elements. However, unit owners or their guests are allowed to park recreational vehicles on Association property in designated areas for twenty-four (24) hours. Said vehicles shall not be greater than thirty (30) feet in length and may not be occupied. This prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles, such as pickup, delivery and other commercial services.

B. Vehicle washing by hose is not allowed. Vehicles are defined as personal cars and trucks and recreational vehicles of all types.

C. Residents shall use assigned parking spaces. Second cars, guests and visitors must use any unassigned spaces provided.

D. Vehicles shall be parked in such a manner as not to obstruct sidewalks and/or walkways.

E. Unregistered or inoperable vehicles are not permitted to be stored or parked on the common elements. If the vehicle is not removed within seventy-two (72)

hours of notice to owner, said vehicle will be removed at the owners expense. No vehicles may be placed on blocks.

F. Owners, renters or guests shall not park vehicles on Association property that leak oil onto asphalt surfaces (See 5. DESTRUCTION OF PROPERTY). Vehicles that leak oil will be allowed to remain on Association property for a maximum of five (5) working days to allow repair arrangements to be made. However, the vehicle owner must place absorbing media, as defined by the Board, under the vehicle to prevent damage to the asphalt. Further, owners of said vehicles will be responsible for repair costs to Association property as a result of oil damage.

7. BICYCLES/TRICYCLES/MOTORCYCLES

A. Bicycles and tricycles may be operated on the premises, but must be kept in bike racks when not in use. Bicycles may not be kept on entry porches. Bicycles and tricycles must be removed from the bike racks and stored when owners are gone for extended periods of time (i.e. winter resident owners, renters, etc.).

B. Owners, renters and lessees must identify their bicycles and tricycles with their unit number.

C. Motorcycles, motor scooters and motorbikes shall not be operated or parked on the premises. Golf carts and similar type vehicles are not allowed, with the exception of the Associations golf cart.

D. Vehicles designed for use by physically challenged persons are allowed.

8. SAFETY

A. No one shall permit any activity or keep anything in a condominium

unit, storage area, limited common elements, or the common elements which would be a fire or health hazard or in any way increase insurance rates. Storage of flammable fluids is not permitted within the unit or lanai.

B. Outdoor grills - Only charcoal, propane gas grills that use non-refillable, disposable fuel tanks, and electric grills are allowed. Electric grills may be used on lanais, but charcoal and propane grills must be used a minimum of fifteen (15) feet from the sides or rear of the building. When not in use, charcoal grills must be stored on open lanais only. Charcoal ashes shall be disposed of in a safe manner. Hot ashes shall not be discarded in dumpsters. If unit owners prefer that tenants do not use grills, please include this stipulation in the lease.

9. GARBAGE/REFUSE - All garbage and refuse from the units shall be deposited with care in dumpsters intended for this purpose. All refuse shall be wrapped and tied in plastic bags. When provided, the Association encourages the use of the recycling containers located on property adjacent to the Association. Paint and all toxic material may not be placed in the dumpster and must be disposed of at the designated facility.

10. USE OF FACILITIES

A. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests, and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.

B. Unit owners are restricted to no more than eight (8) guests occupying the clubhouse at any one time unless prior approval is obtained from a board member.

C. Reserving the clubhouse will be done at the Association office and does

not include reserving the pool.

11. SWIMMING POOL

A. Owners, their families, lessees and guests using the swimming pool do so at their own risk.

B. Persons using the swimming pool are requested to read and obey the posted rules for the use of the swimming pool and pool area. No objects are to be thrown in the pool or pool area. This includes footballs, tennis balls, play toys, etc. which would interfere in the enjoyment of the pool by others.

C. Owners, their families, guests and tenants using the pool have the responsibility to ensure that the pool gates are closed at all times. Owners shall supply keys to renters and tenants.

D. Small children must wear rubber pants over cloth diapers or approved swim diapers when in the pool. Disposable diapers are not to be worn in the pool at any time.

E. Food, drink and glass containers are prohibited in the pool and on the "Wet Deck" area. Florida Statute 64-E defines the "Wet Deck" area as the four (4) feet around the perimeter of the pool.

F. No pets of any kind are permitted in the pool area. Owners will be held responsible for any damages or repairs necessary.

G. Any child under the age of fourteen (14) years must be accompanied by an adult while at the pool or pool area.

H. Children over the age of fourteen (14) exhibiting improper behavior may be asked to leave by an owner and will be allowed to return only with a responsible

person.

12. FOOD AND BEVERAGES

A. Food and beverages may be consumed in the common elements at the personal discretion of the owners, their families, guests and tenants.

B. Owners, their families, guests and tenants are responsible for leaving the common elements in a clean condition.

C. Outdoor cooking is restricted to areas designated for that purpose and defined in section 8.B. of this document.

13. NOISE

A. All occupants of units shall exercise extreme care at all times and not make noises or use musical instruments, radios, televisions and similar devices that may disturb neighboring residents.

B. Designated quiet hours are 11:00 PM to 8:00 AM.

C. Any maintenance conducted over the weekend (Saturday and Sunday) involving excessive noise will be prohibited.

14. SOLICITATION

A. There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board.

15. PETS

A. Unit owners shall be permitted to keep no more than one (1) domestic animals only if such animals do not disturb or annoy other unit owners and weigh less than twenty-five (25) pounds. Unit owners keeping domestic animals shall abide by

municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. All dogs and cats shall be kept on leashes when not confined to the owner's unit. Owners must pick up and dispose of their animal's waste.

B. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to dispose of the pet.

C. Renters or guests of owners will not be permitted to bring pets onto the premises.

D. Pets are not allowed in the swimming pool area.

E. Service animals specialty trained for an owner/renter with a disability are allowed. Proof of disability and the training of the animal are required.

F. Exotic animals (reptiles, certain birds, ect.) are not allowed.

16. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

A. No owner, tenant, or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface with the following exception; unit owners may paint their front doors white and the inside of their lanais may be painted grey or white.

B. Owners are authorized to have their lanais enclosed with tinted or untinted vinyl or acrylic enclosures, as long as these are a type approved by the Association. The Board must be contacted prior to contracting for installation. Sun screens must be white or off-white on outside. In conjunction with the vinyl enclosures,

owners are allowed to install an aluminum kick plate to keep debris from entering the lanai and prevent damage to the enclosure during lawn maintenance. The kick plate can surround the entire lanai. The kick plate cannot be more than twelve (12) inches high from the floor. Owners are allowed to install an exterior glass storm door on the lanai provided these storm doors are of the type and style approved by the Association. The Board shall be notified prior to installing replacement doors.

C. Occupants are not to erect, construct or maintain any wire devices, over the air receiving devices, antennas or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the written consent of the Board of the Association.

D. No clothing, bedding or other similar items, shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common elements.

E. All draperies visible from the exterior of the building shall be white or off-white color or shall have white or off white linings. No outside shades or awnings are allowed.

F. Cement patio blocks may be installed outside of lanai doors. Such blocks shall be 16 inches by 16 inches in size and cover a maximum of 32 inches by 32 inches. Blocks will be white or light gray in color installed flush with the ground.

G. Unit owners may also install a ~~single~~ double row of patio blocks along lanai windows. Blocks shall be 16 inches by 16 inches and white in color installed flush with the ground. Stones shall not be used so as not to cause injury or property damage during grounds maintenance.

H. No unit owner shall cause any signs of any nature to be posted or affixed to any of the common elements, limited common elements, or in his respective unit, if such a sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design and approved by the Board.

I. Exterior Christmas decorations are allowed between Thanksgiving and January 15th. Additionally, seasonal decorations (Easter, Valentine's Day, Thanksgiving, etc.) are allowed to be in place one (1) week before and after the observance.

J. Owners are authorized to change their inside type screen doors to outside type screen doors provided these replacement doors are of the type and style approved by the Association. The Board shall be notified prior to installing replacement doors.

K. No owner, tenant or other occupant may erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structure or fixtures upon or within common grounds or elements (e.g. lawn ornaments or figurines constructed of steel, wood, plastic, fabric, cement, stone)

L. Trees, shrubs and flowers shall not be planted on common ground without Board approval.

M. The porch area of a single unit shall have no more than two (2) chairs and one (1) small table. If desired, a window flower box is allowed. Natural or artificial flowers or greens can be used. A single potted plant can be placed on the table. Window box contents, any outside potted plants, as well as outdoor furniture must be removed when the owner is away for more than fourteen (14) days.

N. Owners are allowed to install storm shutters and will be responsible

for the cost, installation, and if applicable, the storage of said shutters when not in use. In an effort to maintain commonality within the Association, the following storm shutter guidelines and specifications are allowed. (Reference Florida Statute 718.113)

Roll-Form Panel Type - Roll-formed panels may be made of aluminum, galvanized steel or clear polymer (Lexan) material. These shutters attach to the walls around windows and doors using tracks that are permanently attached to the building. Panels slide into the tracks and are secured with bolts. Storm panels are corrugated, and each piece overlaps the next for maximum strength. Roll-form type shutters are best suited for villas and first floor units.

Accordion Type - These one- or two- piece shutters are housed beside the windows or doors when not in use. They unfold accordion-style to cover and protect during a storm. This type is permanently attached to the building. This type of shutter is best suited for second story units as they can be operated from the inside of the unit.

Laminated Glass or Window Film - Owners may install laminated glass or window film architecture that is designed to function as hurricane protection and complies with applicable building codes.

Color - Shutters shall be white in color if made of aluminum or galvanized steel. Lexan panels are allowed to be clear. Shutter tracks or attachment methods (except bolts/screws, etc.) shall be white in color.

Other Factors - Shutters must be installed by a licensed, bonded and insured contractor to the shutter manufacturer's specifications and building codes. If applicable, a building permit must be obtained prior to installation and work approved by the county building department. Unit owners shall notify the Board of Directors prior to installation

of storm shutters. The Association or its designee may operate shutters without permission of the unit owner when such operation is necessary to preserve and protect condominium and association property.

O. Any unit "FOR SALE" or under foreclosure must be maintained with proper air conditioning to prevent mold and in order to maintain building cleanliness.

P. Residents are allowed to hang a wreath on the entrance door to the unit providing said wreath is in good taste.

17. INTERIOR APPEARANCE

A. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) serving the respective owner's unit, whether inside or outside the owner's unit and shall promptly pay for all utilities, which are separately metered to the unit. Porches and lanais shall be kept in a clean and sightly manner by the unit owners and/or other occupants.

B. No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; or any of the foregoing.

C. Carpeting on floors with screened-in lanais is not allowed.

D. River rock type floors on screened-in lanais must be sealed per industry standards at lease once each year by the unit owner.

18. ACCESS

A. The Association shall retain a master pass key to the premises, pursuant to it's statutory right to access. No unit owner shall alter any lock, or install a new lock

on to any door that does not accommodate and allow access by use of the Association master key. The installation of interior dead bolts, knockers or doorbells is allowed.

19. LAKE POOKIEHATCHEE

A. The use and enjoyment of Lake Pookiehatchee shall be strictly in accordance with and pursuant to the rules and regulations of LAKE POOKIEHATCHEE ASSOCIATION, INC. except that only one (1) boat is allowed for each owners unit. The boat shall be tethered in the water behind the owners unit. (A complete copy of the Articles of Incorporation, By-Laws and Declaration of Covenants Conditions and Restrictions are in the Association office and may be obtained at cost.)

B. Boats shall not be stored on the common elements. Boats must be tethered in the water. During hurricane season, boats must be secured in a manner to prevent damage to Association property and personal injury to residents.

C. No boat or other vehicle used on, in, or near the lake shall be powered by an engine of any sort (gasoline or otherwise), other than an electric powered outboard engine. (Ref. LAKE POOKIEHATCHEE ASSOCIATION, INC. DECLARATION OF COVENANTS Paragraph E. 4.)

D. Boats must be removed from Association property when unit owners are gone for extended periods of time. (i.e. summer months)

20. PENALTIES AND FINES

A. Pursuant to Section 4 of the By-Laws, the Association shall have, through its Board of Directors, the right to assess fines and penalties against a unit owner, a unit's occupant(s), or a renter, or invitee of either for the violation of these Rules and Regulations, in accordance herewith. No fine will become a lien against a unit. No fine

may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

B. Procedure - No penalty or fine shall be levied against a party without providing reasonable notice and an opportunity to be heard by the party, as follows:

(.1) Written notice of hearing shall be sent to the party in question not less than fourteen (14) days prior to hearing.

(.2) Said written notice to contain:

* Time and place of hearing.

* A statement of the Declaration, Association By-Laws or Association Rules that have allegedly been violated and a short and plain statement of the matters asserted by the Association.

(.3) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(.4) The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. In the event a fine or penalty is levied, the same shall be due and payable to the Association within fifteen (15) days of the date of the levy. These provisions do not apply to unoccupied units, or to late fees charged on delinquent assessment payments.

21. PROPOSAL TO AMEND EXISTING RULES AND REGULATIONS

Amendments to existing Rules and Regulations shall contain the full text of the Rules

and Regulations to be amended. Words ~~stricken~~ are deletions; words underlined are additions. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying “(Substantial rewording of document. See current document for present text”).

Rules & Regulations approved February 12, 2015.

HERON POINTE CONDOMINIUM ASSOCIATION OF DESOTO COUNTY

RESOLUTION OF POLICY OR PROCEDURE

Resolution Number: 1

Resolution Description: Potted Plants

Reference Heron Point Document Number: R&R 16. EXTERIOR APPEARANCE Paragraph G. & M.

Reference: FS 718 Section 1.6, 1.19

Purpose: The purpose of this resolution is to clarify existing standards and to preserve consistency in policies and Association documents for owners, renters and their guests as it pertains to potted plants on the front porch of the unit and on the row(s) of patio blocks along rear lanai windows.

Resolution: Containers used to hold potted plants on the front porch table of a unit shall not be greater than *eight inches (8") in height and shall not be greater in size than sixteen by sixteen inches (16" x 16")* or be of a diameter greater than sixteen inches (16") The type of plant shall be limited to a floral arrangement or herb plant (e.g. basil, thyme, etc). Said plant when placed on a small table shall not obstruct the window opening. No other potted plants are allowed on the front porch, common element or limited common element areas. Also plants shall not be placed on the row(s) of patio blocks or on bare ground along rear lanai windows.

Approved by: Board of Directors

Approval Date: April 1, 2014

Revision Date: Released:

HERON POINTE CONDOMINIUM ASSOCIATION OF DESOTO COUNTY

RESOLUTION OF POLICY OR PROCEDURE

Resolution Number: 2

Resolution Description: Front Door Replacement

Reference Heron Point Document Number: Rules & Regulations Section 6.

Reference: FS 718 N/A

Purpose: The purpose of this resolution is to clarify existing standards and to preserve consistency in policies and Association documents for owners as it pertains to the replacement of front entry doors.

Resolution: Unit owners are allowed to replace their front door with either a six (6) or eight (8) panel door. Replacement doors may be constructed of metal or composite material.

Approved by: Board of Directors

Approval Date: April 1, 2014

Revision Date: Released

HERON POINTE CONDOMINIUM ASSOCIATION OF DESOTO COUNTY

RESOLUTION OF POLICY OR PROCEDURE

Resolution Number: 3

Resolution Description: Board Member Certification

Reference Heron Point Document Number: Bylaws Section 3. Board of Directors

Reference: FS 718 Section 4.4

Purpose: The purpose of this resolution is to clarify existing standards and to preserve consistency in policies and Association documents as it pertains to the certification of board members.

Resolution: Within ninety (90) days of being elected or appointed board members are required to certify in writing to the secretary of the association that he or she has read the condominium document, will work to uphold the documents and policies of the community, and will faithfully discharge his or her fiduciary responsibilities to the community. As an alternative, a certificate of satisfactory completion of a condominium education course approved by the Division of Florida Condominiums,.....may be provided in lieu of the certification to the secretary.

A board member who fails to timely file the required written certification or education certificate within the ninety (90) days of being elected or appointed is suspended from service on the board until the member complies with the certificate requirement. The certificate provided by each board member must be retained in the association records for at least five (5) years. The education course must be completed within 1 year before or 90 days after the election.

Upon completion of either of the above requirements, the board member shall complete the BOARD MEMBER CERTIFICATION form (Form BMC1) available from the Association Secretary. The Association Secretary will maintain a file of the completed BOARD MEMBER CERTIFICATION forms.

Approved by: Board of Directors

Approval Date: April 1, 2014

Revision Date: Released

HERON POINTE CONDOMINIUM ASSOCIATION OF DESOTO COUNTY

RESOLUTION OF POLICY OR PROCEDURE

Resolution Number: 4

Resolution Description: Lanai Paint Color

Reference Heron Point Document Number: R&R 16. EXTERIOR APPEARANCE Paragraph A.

Reference: FS 718 Section 1.6

Purpose: The purpose of this resolution is to clarify existing standards and to preserve consistency in policies and Association documents for owners, renters and their guests as it pertains to the painting of unit lanais which is considered a limited common element.

Resolution: In addition to allowing owners to paint the inside of their lanais gray or white, this resolution will allow unit owners to paint their unit lanais the predominate color of the outside of the building.

Approved by: Board of Directors

Approval Date: April 1, 2014

Revision Date: Released