

**BOARD RESOLUTION ADOPTING RULES AND REGULATIONS  
GOVERNING USE OF SOCIAL MEDIA**

**HERON LANDING HOMEOWNERS' ASSOCIATION, INC.**

**WHEREAS**, Heron Landing Homeowners' Association, Inc. ("Association") was created to manage and operate an orderly and desirable community and to protect and enhance property values in Heron Landing according to the Declaration of Covenants, Conditions and Restrictions ("Declaration"); and

**WHEREAS**, the Board of Directors and its Officers are responsible for carrying out the day-to-day affairs of the Association; and

**WHEREAS**, the Board of Directors are authorizing the establishment of an official Association social media site, therefore Owners are restricted from creating similar sites, which may cause confusion amongst Owners, residents, and outside parties; and

**WHEREAS**, the Board of Directors believes it is in the best interest of the Association to adopt rules to regulate the use and restrictions of social media for the Association.

**NOW, THEREFORE**, it is hereby resolved that the following Rules and Regulations Governing the use and restrictions related to social media sites are hereby adopted and added to the official Rules and Regulations of the Association, to become effective immediately:

**1. Definitions**

- 1.1. **Content.** "Content" means content, written communication, material, suggestions, feedback, images, photographs, videos, reels, pictures, or other information.
- 1.2. **Declaration's Definitions.** Any capitalized terms used in this Policy have the meanings set forth in the Declaration, unless otherwise specified in this Policy.
- 1.2. **Good Standing.** "Good Standing" means an Owner, to include occupants in their household, who: (a) is current in the payment of assessments and other charges due and owing to the Association that are authorized by the Declaration or other dedicatory instrument of the Association and/or state law; and (b) is not the subject of an Association enforcement action for a violation of the Declaration.
- 1.3. **Social Media.** "Social Media" means any digital platform and technology designed to enable users to create, share, and interact with content; to include website, social media platforms, newsletter, or publications (whether printed or electronic).

**2. Association's Social Media Outlets/Websites or Newsletters**

- 2.1. **Authority.** The Association may employ social media on behalf of the Association.
- 2.2. **Purpose.** Any website, form of social media, newsletter or other publication created on behalf of the Association shall be for informational and communication purposes only and shall not constitute an official form of communication from the Association. Official communication will come from the property manager and/or the Board of Directors. The Association's social media site(s) will be private and not available for access by the general public (to the extent the social media platform has the capability to do so).

- 2.3. **Unauthorized Social Media.** An Owner or their affiliate shall not create a website, form of social media, newsletter or other publication that (1) disseminates information pertaining to the Association and (2) appears to be authorized by the Association or giving the appearance of a related entity or the Board or its designated manager, unless the Board has provided the Owner written authorization to create or form such Social Media.
- 2.4. In no event shall any Owner or resident use the names Heron Landing, Heron Landing Sarasota, Heron Landing HOA, Heron Landing Homeowners Association or any combination of those names as the name of, or as part of the name of any website, form of social media, newsletter or other publication without the express written permission of the Board.
- 2.5 In no event shall any Owner or resident work in conjunction with anyone outside of the Association to develop any website (whether owned by an Owner or their affiliate), form of social media, newsletter or other publication with the intent of publishing to sources other than the official Association's Social Media. Owners or residents are not allowed to furnish Association information (information not otherwise known to those who live outside of the Association) to outside affiliates, Social Media sources which could cause harm to the Association or the residents therein.
- 2.6 No Owner or their affiliates shall bid against or above the position of any keyword ad of the Association, including Google Knowledge Panel.

### 3. Authorized Users

- 3.1. **Owners.** Only Owners (or other residents or agents as approved by the Board) are permitted to post on the Association's Social Media outlets/websites. By posting Content, the user represents and warrants that he or she is a current Owner of the Association in Good Standing. All Owners must request permission from the Association in writing to join a website or form of social media by providing information regarding the property owned within the Association. If an Owner is not in Good Standing, he or she will be removed from the group until Owner is in Good Standing.
- 3.2. **Removing Content.** The Board or its authorized agent, in its sole discretion, may remove or cause to be removed Content posted by an Owner who is not in Good Standing.
- 3.3. **Revoking Access.** If the Association deems in its sole discretion that a user of any of its social media outlets/websites is not an Owner, or is an Owner that is not in Good Standing, the Association may revoke the user's access to the Association's social media outlets/websites.

### 4. Permitted Uses

- 4.1. **Permitted Content.** All Content on the Association's social media outlets/ websites, shall be respectful, positive, and in good taste. An Owner shall not publish any Content that:
  - a. The Owner does not have the right to publish;
  - b. Is for the purpose of advertising a commercial business or proposition. The Board shall have the sole and absolute discretion to determine if Content is for the purpose of advertising a commercial business or proposition;

- c. Is, in the sole and absolute discretion of the Board, in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
- d. Is, in the sole and absolute discretion of the Board, inappropriate, profane, obscene, indecent, discriminatory, hateful, or abusive;
- e. Is, in the sole and absolute discretion of the Board, defamatory, illegal, infringing, or otherwise tortuous;
- f. Attempts to identify or identifies potential infractions of the law and/or governing documents of the Association;
- g. May, in the sole and absolute discretion of the Board, be perceived as violating another person's right to privacy, including but not limited to Owner addresses and/or license plate numbers;
- h. Is negative in nature towards the HOA, the declarations, rules or anyone involved in the operation of the Association, including volunteers & committee members; and
- i. Attempts to address or addresses Association business.

**4.2. Other Users' Legal Rights.** An Owner shall not use the Association's social media outlets/websites to abuse, harass, stalk, or threaten another person, or to otherwise violate the legal rights (such as rights of privacy and publicity) of another person.

## **5. Moderation by the Association**

**5.1. Moderating Activity.** The Association may, but is not required to, monitor or moderate Content posted on the Association's social media outlets/websites.

**5.2. Deleting Content.** Upon a report or other notice to the Association that any Content violates the Association's Governing Documents, including this Policy, the Board or its authorized agent, in its sole and absolute discretion, may delete or cause to be deleted the Content without notice to the user who posted it.

**5.3. Revoking Access.** If the Board, in its sole and absolute discretion, determines that an Owner has violated the Association's Governing Documents, including this Policy, the Association may revoke the Owner's access (including those in the Owner's household) to the Association's social media outlets/websites.

**6. No Representations.** The Association makes no representations about the accuracy or veracity of Content published on its social media outlets/websites by Owners or third parties. The Association does not guarantee that any information on its social media outlets/websites published by Owners or third parties is current, exhaustive, complete, or suitable for any purpose.

**7. Emergencies.** All Association safety and/or emergency issues should immediately be reported to local authorities at 911.

**8. Compliance and/or Service Requests.** Violations of the Declaration and/or any Governing Documents of the Association shall not be reported through the Association's social media website. Service requests shall not be submitted through the Association's social media website. Submissions to the Association's Architectural Control Committee ("ACC") may not be made through the Association's social media outlets/ websites. Any and all submissions made through the Association's social media outlets/websites are hereby automatically denied without any further action needed by the Association.

**9. Subpoena.** All Content from a website or any form of social media may be subject to a subpoena and discoverable in litigation or in preparation for litigation.

**10. Disclaimer.** The Association does not control or endorse the content, messages, or information submitted or posted by Owners or third parties. As such, the Association disclaims any liability in connection with the use of its social media outlets/ websites or from Owners' participation in such use. The Association specifically disclaims any liability for offensive, inappropriate, obscene, unlawful, or otherwise objectionable content or information an Owner may encounter on the Association's social media outlets/websites. The Association disclaims any liability in connection with the proliferation of users' Content. The Association neither assumes nor authorizes any other person to assume for it any other liability in connection with the use of its social media outlets/websites. In no event will the Association be liable to any Owner or third party for: (a) any lost profits or revenue, incidental or consequential damages (including, indirect, special, punitive, or exemplary damages) arising out of the use or inability to use the Association's social media outlets/websites; or (b) any claim by any other party, even if the Association has been advised of or had (or should have had) any knowledge (whether actual or constructive) of the possibility of such damages. The Association is not liable for the effects of any service outages, breach of servers (server or client side), or the resulting effects of such occurrences. The Association's liability under this Policy to any particular Owner in any particular year will not exceed an amount equal to: [half (1/2) the amount of any assessments paid to the Association by the Owner in that year] x [(the amount the Association remitted to the relevant social media website in that year) / (the Association's total expenses that year)].

This limitation will not limit any liability for gross negligence or damages that may not be limited by law.

**THIS RESOLUTION** was considered at a meeting held the 13<sup>th</sup> day of October, 2023, at which a quorum of Directors was present. 2 Directors voted in favor of the Resolution, 0 Directors voted against the Resolution, and 0 Directors abstained.

**HERON LANDING HOMEOWNERS' ASSOCIATION,  
INC.**

By:  \_\_\_\_\_

Date: 10/13/2023 \_\_\_\_\_

(CORPORATE SEAL)