

Rules and Regulations

Cinnamon Cove Terrace VII

Building 3

GUESTS and RENTERS

1. Definitions.

- a. Owner – the person or persons listed as the owner on the county tax rolls.
- b. Guest Occupancy (ref: Cinnamon Cove Terrace Condominium VII – Declaration 10.8) – A “guest” is defined as a person who enters upon the condominium property at the invitation of a unit owner, (or their respective family), or utilizing the Condominium Property. Guests are not permitted to bring a pet of any kind to the Condominium. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. Payments for use of utilities and other similar shared costs are not considered payment of the use of the property There are various types of guest uses, which are regulated as follows:
 - i. Non-Overnight Visitation by Guests When Unit Owner is in Residence – There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, not prevent their peaceful enjoyment of the premises. The Association may restrict guest visitation relative to convicted felons, including but not limited to registered sex offenders. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the unit owner (or an adult resident member of the unit owner’s family). The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest and the like.
 - ii. Overnight Guests When Unit Owner is in Residence – Unit owner (and their respective family) may have related or unrelated overnight guests, so long as the unit owner is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the Unit Owner, and her/his family) sleep overnight in any unit.
 - iii. Non-Overnight Guest in the Absence of the Unit Owner – Unit owners may have their units inspected by caretakers, allow day use by family members and friends, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities. Repeated and long-term arrangements should be reported to the Management Agent via the guest form

and may be subject to a background check at the expense of the owner at the discretion of the Management Agent and/or Board.

- iv. Overnight Guests in the Absence of the Unit Owner – Unit Owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions, and such other rules and regulation as may be deemed necessary by the Board of effectuate the residential, non-transient nature of this Condominium.
 - 1. Non-Related Overnight Guest in the absence of the owner will be limited to two (2) occupancies per calendar year. The limitation of six (6) persons staying overnight shall apply.
 - 2. Related Overnight Guests – may occupy a unit in the absence of the owner. For the purpose of this clause, “related” means all persons who are staying in the unit on an overnight basis, in the absence of the owner, are related to the unit owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation of six (6) persons staying overnight shall apply.
 - c. Lessee – a person or persons that have entered into a rental agreement with a valid lease. This relationship terminates when the lease is no longer in effect. Lessee is limited to a) Non-overnight Guests when the unit lessee is in Residence and b) Related Overnight guests when the unit Lessee is in residence. Rules 1.B.i and 1.B.ii shall apply.
- 2. Units shall be limited to single family residential usage. No commercial, professional, or business use shall be permitted. Work from home arrangements and use of a unit for the record keeping purposes of a personal business shall not be construed as commercial, professional, or business use. This rule applies to owners, guests, and lessees.
 - 3. No unit may be leased for a period of less than thirty (30) days or more than four (4) times a year. No lease may begin sooner than 30 days after the beginning of the last lease. No subsequent leasing (sublease) or assignment of lease rights by the lessee is allowed.
 - 4. Registering Guests and Lessees
 - a. To protect the owner’s property rights and for the security of all owners, guests and residents, owners are required to register 1) Overnight guests in the Absence of the Unit Owner and 2) lessees with the Management Agent. A registration form may be found on the website maintained by the Management Agent. The current URL is www.sandcastlepmb.com/client-access/cinnamon-cove-terrace-vii/
 - b. Background check – 1) Non-Related Overnight Guests in the Absence of the Unit Owner and 2) Lessees will require a background check that may be supplied with the registration or performed by the Management Agent with the cost to be borne by the owner. Background checks for subsequent visits/leases may be waived. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses.
 - c. Leases - A written lease is required for all rentals. Please include a copy of the lease with the registration.

5. Guests/Lessees – Owners permitting use of their unit by guests and lessees shall provide their guests and lessees with a copy of these rules and inform them of the need to follow these rules and regulations.

Motor Vehicles [ref: Cinnamon Cove Terrace Condominium VII – Declaration 10.5](#)

6. No motor vehicle (which includes “motorcycles”) shall be parked anywhere on the condominium property except in designated and assigned parking areas. No trucks, or vehicles which are primarily used for commercial purposes, other than service vehicle temporarily present on business, nor any trailers, may be parked on the condominium property. Trailers, boats and all other watercraft, boat trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, golf cars and the like, and any vehicles not in operable condition or validly licensed may not be kept on the condominium property. For complete restrictions and definitions, see Section 10.5 of the Declaration.
7. Vehicle maintenance is not permitted on the condominium property. For the purposes of this Rule, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance and repair, body maintenance and repair. Cleaning the interior of the vehicle, waxing, and checking/topping off fluid levels is permissible. Exterior vehicle washing is permitted in the designated areas. Emergency repairs to vehicles such as changing flat tires, and changing the battery is allowed. Old tires and batteries are considered hazardous waste and must be taken to an appropriate hazardous waste facility by the owner, guest, or lessee.
8. Speed Limit of ten (10) miles per hour applies through the condominium property.
9. Unnecessary vehicle noises are to be avoided within the grounds.
10. Each unit has 1 (one) parking spot assigned for the exclusive use of that unit.
11. Due to limited parking spots each unit is limited to 2 vehicles, exclusive of guests and temporary (less than 7 days) circumstances.
12. There is limited parking available for guests and additional vehicles by the pool and behind the storage sheds. This parking is available on a first come first served basis.
13. There are 2 (two) handicap parking spots available near the front of the building. These are intended for short-term use. Owners and lessees should use the assigned parking spot for the unit they occupy for overnight parking.
14. Electric vehicles (EV’s) may not use common outlets on the storage units or light poles for charging purposes. These outlets are not designed to support the amperage requirements of EV charging and use as such may damage the circuit and other property. There will be a \$50 fine plus the costs of any damages incurred by the association for using these outlet for EV charging.
15. Owners may have an EV charging circuit and station installed at their cost with board approval of the plans by a licensed contractor. Electricity costs for charging are to be the responsibility of the owner.

CONDUCT and USE of CONDO and COMMON ELEMENTS

16. No Smoking – Smoking is not permitted on or in the Terrace VII common areas
17. Outdoor Cooking and Barbecuing – No individual barbecue grills or cooking apparatus shall be permitted anywhere on the condominium property, except in the designated grill area or in other areas as permitted by the Board. The designated grill area is located at the south end of

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- storage units building and limited to the area bounded by the asphalt parking, roadways, and the building.
18. Flags – Any unit owner may display one (1) portable, removable United States flag, United States Army, Navy, Air Force, Marine Corps or Coast Guard Flag in an respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day. The flag shall not be larger than 4 ½ by 6 feet.
 19. “Open House” signs may be permitted only on Saturday and/or Sunday as follows:
 - a. Signs may be displayed only between the hours of 12:00 noon and 4:00 p.m.
 - b. A single sign of a generic nature (not specifying the names of the realtor or realtors) may be placed in the vicinity of the intersection of San Carlos Boulevard and Cinnamon Cove Boulevard.
 - c. A single sign bearing the name of the realtor may be displayed in the vicinity of the unit listed for sale.
 - d. Advanced notification of the intention to place each sign(s) will be made in each case to the Managing Agent of the Master Association and, if required, to the President of the Association.
 20. The occupants of the condominium units shall not permit loud and objectionable noises, objectionable or noxious odors to emanate from the premises. Quiet hours are from 8 p.m. to 8 a.m. During the quiet hours please keep volume to a minimum level and refrain from activities such as non-emergency repairs and construction.
 21. The occupants and owners of each unit shall keep and obey all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Association’s Board of Directors.
 22. All unit occupants (owners, guests and lessees) shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time or as promulgated by the Master Association.
 23. No unit owner, guest, or lessee shall permit or allow anything to be done or kept in her/his condominium unit which will increase insurance rates on any unit or on the common elements.
 24. No unit owner, guest, or lessee shall commit or permit any nuisance, immoral, or illegal act in her/his unit or in or on the common elements.
 25. Each unit owner shall have a perpetual easement for ingress and egress to and from his unit over; steps, terraces, lawns, walkways, driveways, and other common elements from and to public or private roadways bounding the condominium property, except otherwise provided therein.
 26. No unit owner, guest, or lessee shall in any way obstruct the common way of ingress and egress to the other units or the common elements.
 27. The use of propane/gas or charcoal grills/hibachis on lanais is prohibited by this regulation and current fire code (Sixth Edition of the Florida Fire Prevention Code, effective December 31, 2017 or subsequent code as adopted by the State Fire Marshall).
 28. Planting or trimming of shrubs, trees or flowers is prohibited in/on common elements unless approved in writing by the Board of Directors. The Board may consider allowing a limited number of pots containing edible plants and/or produce on receipt of a written request describing the location, the size of the pots and edible plants and/or produce to be raised.

29. No unit owner, guest, or lessee shall dispose of trash and garbage other than in receptacles provided therefore pursuant to the By-Laws of the Association.
30. No saline or other regenerating solution from water softening equipment shall be discharged into any street, easement or in or on the common elements to harmfully affect any lawn or planting.

PETS (ref Cinnamon Cove Terrace Condominium VII – Declaration 10.2)

31. Only owners, temporary guests of owners while the owner is in residence may have pets. No pets of any kind are permitted in units rented or leased.
32. No unit may harbor, keep, or maintain more than one (1) dog or cat of a domestic breed (exclusive of a caged bird or tropical fish)
33. Dogs and cats must weigh 30 pounds or less.
34. It is the pet owner's responsibility to ensure their pet has all legally required vaccinations and those vaccinations are kept current.
35. Any pet outside of a unit must be supervised and handled by a responsible adult and restrained on a leash not exceeding six (6) feet in length. The owner is responsible for insuring her/his pet does not use the courtyard and landscaped areas for waste elimination. The owner is responsible for cleaning up after her/his pet.
36. Complaints of excessive noise or other disruption may be grounds for enforcing removal of a pet.
37. No reptiles, rodents, poultry, amphibians, swine, or livestock may be kept in the Condominium.
38. Tropical fish or caged birds in reasonable number are permitted. No fish tank may exceed a capacity of fifty-five (55) gallons. No unit may have more than one (1) fish tank.
39. The ability to keep pets is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents. Violations of these rules may result in fines of up to \$1,000.00 and/or revocation of the privilege to keep a pet. Some of these rules may also be a violation of local or state law. Local officials may be contacted for enforcement should local or state laws be violated.
40. Federal housing and disability protection laws enable individuals with physical, mental, and emotional disabilities to have service animals. There are differences between service animals and emotional support animals. Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. Emotional support, therapy, comfort, or companion animals are terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA. The Association may ask the following questions to determine if a person and their animal qualify. An affirmative answer to both questions is required. The Association may require these questions be answered in writing by a qualified (as defined in the regulations and law) medical provider.
 - a. Does the person seeking to use and live with the animal have a disability — i.e., a physical or mental impairment that substantially limits one or more major life activities?
 - b. Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that

alleviates one or more of the identified symptoms or effects of a person's existing disability?

41. Service Animals, Emotional Support Animal Rules
 - a. Service animals are not considered pets, therefore “pet policy” does not apply to service animals.
 - b. Service animals are allowed wherever a person may go, including restricted animal areas like food establishments
 - c. The Association cannot collect a pet deposit or charge a pet fee to persons with a service animal (since they are not technically considered pets)
 - d. The Association cannot enforce weight limits or breed restrictions for service animals
 - e. Written verification from the tenant’s health care provider that they are disabled is required but cannot ask for any specifics about the disability
 - f. Written verification from the tenant’s health care provider that the service animal is medically necessary is required.
 - g. The Association can write warnings or even evict a tenant when an assistance animal is disturbing others, posing a threat to others, or causing considerable damage to the property.
 - h. The Association can charge a tenant for any property damage an assistance animal causes on the property.
 - i. The Association can request copies of the animal’s health records to prove the animal is in good health, parasite-free and immunized/vaccinated.

BUILDING MAINTENANCE and IMPROVEMENTS

42. No wires, antennas, clotheslines or similar items, garbage or refuse receptacles or other equipment or structures shall be erected, constructed, or maintained on the exterior of the buildings or on any of the common elements by unit occupants (owners, guests and lessees), except on written consent of the Association Board of Directors. This includes any items displayed on the outside of or on the doors or windows of individual units. This regulation shall not preclude rights of property owners under Florida Statue 163.04 but is intended to preserve the rights of the Association with respect to approval of the location and size. Further, individual unit owners’ rights with respect to 163.04 terminate at the legal boundaries of their unit. The Association has legal ownership of all common elements and exterior walls and as such maintains exclusive rights to exercise 164.04 on all common elements including exterior walls.
43. The Board of Directors, and its agents, shall have the right to enter any condominium unit at any reasonable time for the purpose of maintenance, inspection, repair, or replacement of the improvements within the unit or the common elements therein or accessible there from or to determine compliance with the Condominium Act, this Declaration, or by the By-Laws and regulations of the Association.
44. No condominium unit shall be divided or subdivided, and no structural alterations, shutters, or security doors shall be made or installed without the prior written consent of the Board of Directors of the Association.
45. Hurricane Windows/Shutters
 - e. Windows

Owners shall provide the Management Agent or Board of Directors written notice of

intent to replace windows with new windows that meet Florida Code. The notice shall include the openings to be addressed and the name and license # of the contractor completing the work. In addition, the written specifications for the contractor to follow shall be made available for review. The board will provide written approval to proceed or request additional information or modification to the specifications. Upon completion of the work please notify Management Agent or Board of Directors to arrange for an inspection prior to making final payment to the contractor.

- f. Shutters
 - i. Requirements
 - 1. Hurricane shutters installed on any building belonging to the common properties of the Association shall comply with these specifications. The installation of shutters shall require the execution of a recordable document ensuring that all installation and future maintenance costs associated with the installation are recorded as the responsibility of the individual and to any future successors or assigns of the individual.
 - 2. No hurricane shutter of any kind may be installed on the exterior of openings other than glazed windows. Hurricane shutters meeting these requirements may be installed only on the interior side of any opening other than a glazed window such as a screened lanai, door, or other non-glazed openings.
 - ii. Specifications
 - 1. Material
 - a. Hurricane shutter slats will be of a reinforced PVC (vinyl) or aluminum type material which descends from a multi-sided modular aluminum housing box located above the opening into aluminum sidetracks. Aluminum roll slats shall be foam filled and vinyl covered (not painted).
 - b. Material used in manufacture or installation of hurricane shutters meeting this specification will be made of non-rusting material suitable for exterior use and exposure to locally characteristic weather and humidity conditions.
 - c. Color – Hurricane shutters over glazed window openings shall have neutral ivory colored slats and box housing with dark brown (bronze) sidetracks and purlins. The external side of the hurricane shutters at lanai openings shall have dark brown (bronze) slats, box housing, sidetracks, and purlins.
 - iii. Certification
 - 1. The manufacturer of any hurricane shutter meeting the requirements of this specification shall provide independent certification that the shutter to be installed meet or exceed the minimum requirements of the Standing Building Code, the South Florida Building Code, and applicable local codes for each specific installation.
 - 2. The installer of any hurricane shutter meeting the requirements of the specification shall obtain certification that the installation material and

procedures to be used meet or exceed the minimum requirements of the Standard Building Code, any applicable local codes for each specific installation.

3. The owner of a living unit requesting the installation of hurricane shutters on a living unit shall obtain from the Association insurance carrier, a certification that the requested shutter installation meets any insurance requirements and does not adversely affect the insurability of the building.

iv. Effective Date

1. The hurricane shutter specifications included herein shall become effective on January 1, 1992 for installations or repairs to installations made on or after that date. Installations on living units, approved under prior requirements and completed prior to January 1, 1992 are grandfathered and not invalidated by these specifications even though they do not meet these specifications.

46. HVAC Replacement

- g. Owners shall provide the Management Agent or Board of Directors written notice of intent to replace HVAC units. The notice shall include the unit where the work is to be performed and the name and license number of the contractor completing the work. In addition, the written specifications for the contractor shall be made available for review. The board will provide written approval to proceed or request additional information or modification to the specifications. The managing agent shall notify and solicit an email or verbal response the board members within 1 business day. The board's primary concern is the uniform use of the common areas that may be altered during the installation of the HVAC unit. Upon completion of the work please notify Management Agent or Board of Directors to arrange for an inspection prior to making final payment to the contractor.

HOA RECORDS and MEETINGS

47. Members of the Association may view the official records of the Association on any working day between 10:00 a.m. and 2:00 p.m. at the office of the Association by making an appointment for such in advance. Copies of such official records will be provided, if requested, at cost, to the member requesting such copies.
48. Meeting of the Board of directors and Committees of the Board shall be open to the members of the Association (owners). The right to attend such meetings will include the right to speak with reference to all designated agenda items. Further, any such member may record such meetings. Any such member attending the meeting may speak at the beginning of the meeting for a maximum of two (2) minutes on each agenda item. Members of the Association must coordinate recording with the Chair, in advance, of the meeting to minimize distraction and disruption of the meeting. Owners and Proxy Holders will forfeit their right of attendance at a meeting should their actions prevent the conduct of the meeting and business. Any board member may declare "point of order" clearly stating the nature of the point. The chair will rule if the alleged offender is out of order and may request the offender leave or be removed from

the meeting. The chair's ruling may be appealed to a majority vote of the board members present.

49. Meetings of the Membership of the Association shall be open to all members (owners) and to holders of valid proxies representing the voting interests of the association either general or limited. The right to attend such meetings will include the right to speak with reference to all designated agenda items. Further, any such member or proxy holder may record such meetings. Members or proxy holders may be required to notify the chairman of the meeting in advance of their intention to speak in order to facilitate the orderly and effective conduct of the business of the meeting, depart from the regular rules and further limit the length, frequency and duration of their speech as determined by majority vote of the voting interests present. Members of the Association or their proxy holders must coordinate recording with the Chair, in advance of the meeting to minimize distraction and disruption of the meeting. Owners and Proxy Holders will forfeit their right of attendance at a meeting should their actions prevent the conduct of the meeting and business. Any owner or proxy holder may declare "point of order" clearly stating the nature of the point. The chair will rule if the alleged offender is out of order and may request the offender leave or be removed from the meeting. The chair's ruling may be appealed to a majority vote of the membership/proxies present.
50. Notice of all Association meetings of the Board of Directors, committees, Membership and any other notice required to be posted on the premises by law or regulation shall be posted on the bulletin board located in the courtyard of Building 3, 11540 Caravel Circle.

ENFORCEMENT OF RULES AND REGULATIONS

51. The first action should be a direct request to the offender by any owner, guest, or lessee to the offender to comply with the rule.
52. The identification of rules violations is the responsibility of everyone, not solely the responsibility of the board or its management agent.
53. Complaints or request for action shall be reported (in writing and signed by the author) to the Management Agent. Upon receipt the Management Agent will forward the information to the board for review and follow-up action. Items not written and signed will not be acted upon.
54. Section 6 (Rules and Regulations) of the Association Bylaws empower the Board of Directors to adopt and modify these Rules and Regulations.
55. Section 7 (Compliance and Default: Remedies) of the Association Bylaws provide guidance for enforcement.
56. These rules shall include and enforce Cinnamon Cove Terrace Condominium VII – Declaration 10 USE RESTRICTIONS. Sections of the USE RESTRICTIONS not specifically included in the above rules are hereby included.
57. In cases of conflict between the Declaration and the Rules the Declaration shall prevail.
58. Federal and State statutes shall prevail if these rules are in conflict.