

CINNAMON COVE TERRACE V
CONDOMINIUM ASSOCIATION
C/O SANDCASTLE PROPERTY MANAGEMENT
16266 SAN CARLOS BLVD, SUITE 10
FORT MYERS, FL 33908

GUEST FORM

Unit Address: _____

Unit will be used during the following dates: _____

Guest Name(s): _____

Guest(s) Relation to Owner: _____

Number of people who will occupy the unit: _____

A copy of the Association Rules and Regulations has been provided and the guest has been instructed to follow these rules and regulations.

Owners Signature: _____

Owners Printed Name: _____

Date: _____

Form is to be forwarded to:

Sandcastle Property Management
16266 San Carlos Blvd., Suite 10
Fort Myers, FL 33908
239-466-3330 (PHONE)
Matt@sandcastlepmb.com

**This form must be submitted to Cinnamon Cove Terrace V
Condominium Association Board of Directors at least (30) days prior
to the arrival of any guest.**

PETS are not permitted to accompany guests.

Cinnamon Cove Terrace V

Rules and Regulations

1. The occupants of each unit shall abide by all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Associations Board of Directors.
2. All occupants/guests under the age of 18 years of age shall be supervised by an adult to ensure that they do not become a source of unreasonable annoyance to other residents.
3. No trailers, mobile homes, campers, boats, recreational vehicles or commercial trucks shall be parked in or on the common properties overnight. Commercial vehicles used to perform authorized services are exempt.
4. The occupants of the condominium units shall not permit loud or objectionable noises or noxious odors from their individual units.
5. No wires, antennas, clothes, or similar items shall erected and maintained on the exterior of the buildings or on the lanais, Small digital Wi-Fi receivers installed on lamias may be approved by the Board of Directors.
6. The Board of Directors or their agent shall have the right to enter any condominium unit at any reasonable time for the purpose of maintenance and/or inspection.
7. No unit occupant, owner, or guest shall dispose of trash and/or garbage other than in the receptacles provided. All cardboard and packing materials are to be broken down and placed in the proper containers. Directions for the proper disposal of items are posted in the garbage enclosure. **Large of bulky items should be placed on the outside of the garbage enclosure temporarily, pending large item pick up by the garbage vendor assigned to Terrace V. It is the occupants responsibly to contact the vendor for large item pick up.**
8. No occupant/ owner/ guest shall in any way obstruct the common way of ingress or egress to the other units or common areas.
9. A propane gas grill is provided for use by all owners, guests, or occupants. It is each users responsibility to clean and cover the grill (when cooled) after each use. Any problems should be directed to board member.
10. Terrace V is fortunate to have two entrances / exits. Please refrain from driving through the parking lots of Building 3 and 4.
11. Smoking is prohibited on all stairs, walkways, or common areas of Terrace V. Smoking is permitted in the parking lot/carport areas.
12. Please restrict laundry activities to the hours of 8am-8pm.
13. Guest Occupancy (ref: Cinnamon Cove Terrace Condominium V)
 - A. Definition:
 - a. "guest" is defined as a person who enters upon the condominium property at the invitation of a unit owner. Use or visitation without consideration of (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.
- b. The Association may restrict guest visitation, relative to convicted felons, registered sex offenders, and persons convicted of narcotic offenses. Non-overnight guests/ in the company of the owner, 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.
 - i. Overnight Guests When Unit Owner is in Residence – Unit owners (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. However, exceptions to the (6) person limit may be granted by the Board of Directors, under limited circumstances and time frames.
 - ii. Non-Overnight Guest in the Absence of the Unit Owner – Unit owners may have their units visited by caretakers, health care workers performing services, or 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 found on the management agents website at Sandcastle PMB.com- CINNAMON COVE TERRACE V. Long term guests visitors or service persons may be subject to a background check at the expense of the owner, at the discretion of the Management Agent and/or Board.
 - iii. 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 Directors to effectuate the residential, non-transient nature of this Condominium.

- a. 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;
 - i. 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. All unit owners are requested to notify the association when related overnight guests are using their condo unit. Such notification may be made verbally, by email, or written correspondence.

- b. 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:
 - iv. 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. 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 (sub-lease) or assignment of lease rights by the lessee is allowed.
 - v. Registering Guests and Lessees. To protect the owner’s property rights and for the security of all owners, guests, and residents owners are required to register all guests and lessees thirty days (30), prior to their arrival. Guest registration and lessee rental application forms can be found on the management agent’s website. Registration is required by the unit owner through the property management agent. The current URL is sandcastle/client-access/cinnamon-cove-terrace-V/. Registration of Overnight Guests, while the owner is in residence, is not required.
 - a. Background Checks: Background checks are required for:
 - (1) Non-Related Overnight Guests in the Absence of the Unit Owner.

(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.

Returning lessees are required to submit lessee application forms yearly, said applications should include update personal information, emergency contact information, and any additional occupants in residence. Subsequent background checks on returning lessees may be waived by the management agent and/or the Board of Directors of Terrace V. 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.

(3). Leases - A written lease is required for all rentals. Copies of the lease are required with the registration. Monetary amounts of the lease may be redacted by either party upon submission.

(4). Owners leasing or allowing non-related overnight guests to occupy a unit must provide the management agent with a signed copy of the current Rules & Regulations for Cinnamon Cove Terrace V, when submitting a lease agreement or guest registration form

14. **PETS (ref Cinnamon Cove Terrace Condominium V)**

Only owners, or guests of owners, while the owner is in residence may have pets. . Service and Emotional Support Animals owners must submit legitimate documentation as defined by federal and state statute. Fraudulent documentation, as described in both federal and state statute, will be rejected by the Association.

No unit may harbor, keep, or maintain more than one (1) dog or cat of a domestic breed, excluding Service Animals (which are not considered pets) or ESA's.

Dogs and cats must weigh 30 pounds or less. Service Animals and Emotional Support Animals cannot be restricted by size or breed, unless the animal is deemed to be vicious, a danger to others, or destructive to association property.

It is the pet (unit owner's) responsibility, to ensure their pet meets all state/local vaccination and immunization standards, and those vaccinations are kept current. When requested by the association's Board of Directors, the pet owner shall provide said documentation.

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 and disposing of waste in an appropriate waste container.

Complaints of excessive noise or other disruption by a animal may be grounds for enforcing removal.

Federal housing and Florida Fair Housing Act (SB1084) 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 and the Florida Fair Housing Act. 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. All documentation as defined by Florida state statute, must be submitted thirty (30) days prior to the arrival of the Service Animal or ESA.

ESA's

- A. Emotional support animals (ESA) is a term 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. However, the Florida Fair Housing Act, SB 1084, amended July1, 2020, and Florida Civil Rights Act, Chapter 760, does delineate specific requirements of Public Housing providers, Condo Associations, and HOA's. The amended act also places requirements on persons claiming to have an ESA, and clearly states what condo associations may lawfully require of the animal owner. Associations should allow requests for reasonable accommodation regarding ESA's. However, a specific form is not required. **Requests for reasonable accommodations of ESA's shall be submitted in writing to the Management Company or the Board of Directors of Terrace V, 30 (thirty) calendar days prior to the arrival of the ESA owner.**

ESA owners are required to provide written documentation from a licensed health practitioner or mental health professional, who has determined that the ESA owner has a mental or emotional condition that qualifies as a disability. While the documentation doesn't require a specific diagnosis of the owner's mental or emotional condition, it should be listed in the DSMMD (Diagnostic and Statistical Manual of Mental Disorders). Written documentation shall include the following:

- a. The identified condition substantially limits the ESA owner's ability to participate in at least one major life activity.
- b. The professional has determined that an ESA would help treat the condition or ease the owner's symptoms, and this is an owner's prescription.
- c. Written documentation must be on the mental health professionals or therapists official letterhead.
- d. Written documentation shall include the therapists or mental health professional's licensure details, issue date, and state of issue.
- e. ESA owners must provide proof of state/local licensing requirements, and proof of state/local vaccination requirements for each animal.

Online ID cards, patches, certificates or other registrations do not fulfill the above requirements. The new law also provides for disciplinary action and/or criminal penalties for therapists and mental health care providers who provide fraudulent documentation.

Housing Providers, Condo Associations, and HOA's may issue warnings, impose fines, and even evict owners of ESA's, that cause physical harm to persons, other animals, or damage association property. Each day the ESA's owner is in violation, shall be considered a separate offense.

B. Requests for Keeping Multiple ESA's

- i. Housing providers, Condo Associations, and HOA's, have the right to request information on the specific need being met by each ESA, and each ESA will require a separate letter of documentation, from the therapist or mental health care provider.

Service Animals

Service animals are not considered pets, therefore "pet policy" does not apply to service animals however certain requirements, are listed in Florida statute SB1084.

Service animals are allowed wherever a person may go, including restricted animal areas like food establishments. 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)

The Association cannot enforce weight limits or breed restrictions for service animals. Associations may require reasonable accommodations by Service Animal owners should the animal be deemed vicious, dangerous, or destructive to property. Restrictive devices may be required to mitigate such behaviors in Service Animals.

Written verification from the tenant's health care provider that they are disabled is required but cannot ask for any specifics about the disability. Written verification from the tenant's health care provider that the service animal is medically necessary is required.

The Association can write warnings, issue fines, or even evict a animal, when an assistance animal is disturbing others, posing a threat to others, or causing considerable damage to the property. The Association can charge a tenant for any property damage an assistance animal causes on the property.

The Association can request copies of the animal's health records to prove the animal is in good health, parasite-free, and meets state/local immunization and vaccination standards.

15 Electric Vehicles

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 \$100.00 per day, up to fine plus the costs of any damages incurred by the association for using these outlets for EV charging.

16. Work Order Requests

When having outside vendors, make major structural, electrical, or plumbing alterations, to a unit a work order form must be completed by the unit owner. The forms can be found on the Cinnamon Cove Terrace V, webpage at Sandcastle PMB.com. Completed forms should be

submitted to the management agent. This rule does not apply to maintenance repairs made to a unit. Owners making routine repairs or replacement of their unit's facilities does not require a form.

17. Fines and Procedures

Fines- \$100 per day of violation up to \$1,000. Members of the fining committee must not be related to or living with Board Members.

Fining Procedure- Owners will be sent one warning letter, then an official fining letter and then final letter stating that the Board will be meeting to vote on levying a fine against the unit. The owner has the right to request a hearing in front of the fining committee in order to contest the fine (hearing must be within 14 days of request).

Exceptions: Upon written application by the unit owner or lessee, the Board of Directors, Cinnamon Cove Terrace V, may make such limited exceptions to the rules and restrictions for the sole purpose of avoiding undue hardship or inequity. Approved exceptions shall not establish precedence and will be decided on a case by case basis. Continuing or repetitive violations of the foregoing Rules and Regulations will result in the implementation of procedures listed in Rule 17.

I have read the foregoing Rules and Regulations of Cinnamon Cove Terrace V and agree to abide by said rules.

X _____

DATE _____

UNIT # _____