

***RULES AND REGULATIONS  
FOR  
CYPRESS COVE MANAGEMENT ASSOCIATION, INC. (CCMA)***

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 CCMA Board of Directors, and shall apply to and be binding upon all condominium unit owners.

The condominium unit owners shall, at all times, abide by said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, assistants, 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 CCMA 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 CCMA by injunction or other legal means and CCMA 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 CCMA 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 CCMA 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 CCMA Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

**1. VIOLATIONS OF RULES AND REGULATIONS.**

1.1 Violations should be reported to the Account Manager in the Property Management Company used by CCMA.

1.2 Violations will be called to the attention of the violating owner by the Account Manager in the Property Management Company used by CCMA and he/she will also notify the CCMA Board of Directors.

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

## 2. FACILITIES

2.1 The facilities of Cypress Cove are for the exclusive use of CCMA owners, lessees, resident house guests and guests accompanied by an owner.

2.2 Any damage to the buildings, recreation facilities or other common areas or equipment of CCMA caused by any CCMA owner, lessee, resident, house guest or accompanied guest shall be repaired at the expense of the CCMA owner, whether caused by a lessee, resident, house guest or accompanied guest causing such damage.

## 3. NOISE

3.1 Should noise transmission, either inside a unit or in a public area, create a disturbance or a nuisance, the responsibility remains that of the unit owner to abate the noise transmission, not the CCMA Board of Directors.

3.2 In order to ensure your own comfort and that of your neighbors, television sets and other devices emitting sound should be turned down to a minimum volume between the hours of 10:00 pm and 8:00 am.

3.3 Other unnecessary noise, such as bidding goodnight to departing guests, the slamming of car doors, motorcycles or loud mufflers between these hours should be avoided.

## 4. PETS

4.1 No pet, including but not limited to dog, cat, bird, reptile or animal, shall be kept or harbored in a unit in Cypress Cove, unless the same be expressly permitted in writing by the CCMA Board of Directors, which permission may be conditioned on such terms as the CCMA Board of Directors, in its sole discretion, deems to be in the best interest of Cypress Cove as a whole.

4.2 Each unit owner or tenant may only have two dogs, cats or a combination of such except that any each unit owner or tenant may have one dog or cat so long as one said dog or cat weighs, and continues to weigh forty (40) pounds or less, or two pets with the total combined weight of both pets not to exceed fifty (50) pounds. Such permission in one (1) instance of approval shall not be deemed to institute a blanket permission, or

permissions, in any other instance of approval; and any such permission may be revoked at any time in the sole discretion of the CCMA Board of Directors.

4.3 The owner of any pet shall indemnify CCMA and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any pet upon the Cypress Cove property.

4.4 Animals considered an "Aggressive Breed" are specifically prohibited from Cypress Cove.

4.5 Service dogs that exceed the pet limitations will be considered on an individual basis subject to receipt, review, and acceptance of documentation that the resident has a qualified disability from a physician, psychiatrist or social worker, and sufficient documentation that the service dog is trained to meet the resident's disability from an approved service dog training program.

4.6 In no event shall dogs be permitted in any of the public portions of Cypress Cove unless they are leashed. No dogs will be allowed within the pool area at any time.

4.7 No pet shall be allowed to create a nuisance of any kind in Cypress Cove, either inside a unit or in a public area.

4.8 An authorization in writing to keep pets will expire when a resident's pet dies or is disposed of.

4.9 Pet droppings in the Cypress Cove public areas and unit court yards shall be picked up promptly by the person responsible for or walking the pet.

4.10 The unit owners of Cypress Cove lessees, resident house guests or visitors are responsible for such individuals to abide with the rules set forth in section 4.

## 5. SIGNS AND ANTENNAS

5.1 No sign, notice or advertisement shall be projected out of, inscribed or exposed on or at any window or on any part of the units or public areas of Cypress Cove without the prior written approval of the CCMA Board of Directors.

5.2 In exception, small stickers in unit windows and small signs in unit planters denoting the unit's hired security firm may be displayed. The CCMA Board of Directors, at its discretion, may order these stickers and signs be removed.

5.3 No radio or television aerial, antenna or dish shall be attached to or hung from the exterior of Cypress Cove units or the roof thereon without the express written approval

of the CCMA Board of Directors from a submitted Architectural Review Board (ARB) request.

## 6. CHILDREN

6.1 Reasonable supervision must be exercised when children are playing in the public areas of Cypress Cove.

## 7. DESTRUCTION OF PROPERTY

7.1 Neither Cypress Cove owners, residents, lessees, house guests or contractors hired by such shall mark, mar, damage, destroy, deface or engrave any part of the CCMA public property. Owners shall be responsible for any such damage.

## 8. EXTERIOR APPEARANCE AND MODIFICATION OF PROPERTY

8.1 The exterior of any unit shall not be painted, decorated or modified by any owner, lessee, resident, house guest or contractors hired by such without prior consent of the CCMA Board of Directors through an Architectural Review Board (ARB) request.

8.2 Exterior modifications include, and are not limited to, the replacement of windows, sunscreens, ventilators, doorways, and the installation of garage screens, which require the consent of the CCMA Board of Directors through an Architectural Review Board request.

8.3 Modifications to the public areas of Cypress Cove may not be made without consent of the CCMA Board of Directors through an Architectural Review Board request. Such areas include, but are not limited to, unit patios, planters, shrubbery, sidewalks, and driveways. Such modification(s) include, but are not limited to, sunscreens, gazebos, storage sheds.

8.4 Unit owners may attach decorations on the dividing cement block walls (not the stucco walls of the unit) in the unit courtyard. Such decorations may be ordered to be removed by the CCMA Board of Directors on purely aesthetic grounds. Repair to the said walls by said decorations are the responsibility of the unit owner.

8.5 Architectural Review Board requests consent may be withheld by the CCMA Board of Directors on purely aesthetic grounds.

## 9. TRASH AND RECYCLE CANS

9.1 Trash and recycle cans will be stored within each unit's garage. Exception to this includes random instances when the trash can contents include odorous or pest-ridden debris from the cove, canals, retention areas or moss cleanup.

9.2 Trash and recycle cans will not be placed out for pickup prior to 4:00 pm the afternoon prior to pick up. If you are unavailable to put your cans out prior to pick up, place your cans at the front of your garage and arrange for a neighbor to put them out on the street at the appropriate time.

9.3 If you are unavailable to put your cans back in your garage the day of pick up, arrange for a neighbor to put them in front of your garage door. Trash and recycle cans will be put back in your garage by the end of the day of trash and recycle pick up.

## 10. GARAGE SALES

10.1 Any garage sale must be approved by the CCMA Board of Directors, at their discretion, at least one (1) week prior to the sale.

10.2 Garage sale signs may be used during the sale, must be removed at the end of the last day of the sale.

10.3 Sale hours are limited from 8:00 am to 3:00 pm.

10.4 The CCMA Board of Directors has marking flags in the pool utility room that must be placed in the grass along the road gutters in the area where customers will be parking near the garage sale unit(s) and around the center island across from the pool.

## 9. DOOR LOCKS

9.1 Owners must abide by paragraph 13.5, "Right of Entry into Private Condominium Parcels in Emergencies", of the Declaration of Condominium, which reads as follows:

*"In case of emergency originating in or threatening any condominium parcel, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such condominium parcel for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each condominium parcel shall deposit under the control of the Association, a key to such condominium parcel."*

## 12. ROOF

12.1 CCMA owners, lessees, residents, house guests or contractors hired by such are not permitted on any roof in Cypress Cove for any purpose.

### 13. SOLICITATION

13.1 There shall be no solicitation by any person anywhere in Cypress Cove for any cause, charity, or any purpose whatsoever unless specifically authorized by the CCMA Board of Directors.

### 14. PARKING

14.1 No vehicle belonging to any owner or to a member of the Family of an owner or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent access to another Cypress Cove unit's driveway.

14.2 No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of an owner shall be parked in such manner as to impede passage of, and not limited to, emergency vehicles, trash pickup vehicles, delivery vehicles, maintenance or contractor vehicles and resident vehicles on any street within Cypress Cove.

14.3 No vehicle which cannot operate on its own power shall remain within the Cypress Cove property for more than twenty-four (24) hours.

14.3 No repair of vehicles shall be made within the Cypress Cove property except within unit garages and may not emit excessive noise.

### 15. HURRICANE PREPARATIONS

15.1 Each owner or lessee who plans to be absent from his unit during the hurricane season must prepare the area around his unit prior to departure.

15.2 Hurricane preparation includes, but not limited to, bringing in or securing patio and courtyard furniture and any items that might be considered light enough to be moved by severe storm winds.

15.3 Each unit owner or lessee will furnish the CCMA Board of Directors with a phone number(s) at which they can be reached in the event their unit suffers damage during a storm.

15.4 It is requested that all Cypress Cove residents and lessees take on a responsibility to help prepare the Cypress Cove public areas and that of their elder neighbor's units for severe storms.

## 16. GUESTS.

16.1 Owners and lessees shall notify the CCMA Board of Directors in advance by written notice of the arrival and departure dates of guests who have his permission to occupy their unit in their absence.

16.2 Owners and lessees will provide copies of the rules and regulations to guests who will be occupying their units in their absence and the owners will be responsible for their compliance with such rules.

## 17. LEASING OR RESALES

17.1 The Declaration of Condominium for CYPRESS COVE, a Condominium, which is filed of record in Lake County, Florida, specifies how leasing or resale of units shall be handled, including the following:

17.2 No owner of a unit shall lease or sell a unit to anyone without first giving notice in writing, by regular mail, electronic mail, registered or certified mail, or by personal delivery to the CCMA management company.

17.3 The letter notifying the CCMA Board of Directors of an owners desire to lease or sell a unit must state the name, address and employment or occupation of the prospective lessee or purchaser, and a copy of the bona fide offer to lease or sell the condominium parcel must also be submitted with the letter.

17.4 The application forms required by the CCMA Board of Directors shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee as designated by the CCMA Board of Directors to cover CCMA's administrative expenses.

17.5 The CCMA Board of Directors shall have thirty (30) days if a sale, or ten (10) days if a lease, from receipt of all the information requested to decide whether it will approve the application and will so notify the unit owner in writing.

17.6 Any lease must contain a covenant stating that the lessee shall comply with all present and future rules and regulations of Cypress Cove.

17.7 If the prospective lessee or purchaser is approved by the CCMA Board of Directors, the Board will so notify the owner and the lessee or purchaser, in writing, and will send a copy of the Rules and Regulations to the lessee or purchaser included in the welcome guide.

17.8 Subleasing by lessee is NOT permitted.

17.9 No unit may be leased for a period of less than four (4) months and is restricted to three (3) leases per year.

17.10 Leasing shall be restricted to adults only, with a limit of two (2) people (adults and or children) for each bedroom in the unit.

17.11 Lessees are NOT permitted to bring a pet of any kind into the unit unless the same in each instance be expressly permitted in writing by the CCMA Board of Directors, which permission may be conditioned on such terms as stated above.

The foregoing rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all.

If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.