

Cypress
CONDOMINIUM



Chase
ASSOCIATION

PERTINENT and APPLICABLE
PROVISIONS
OF THE

CYPRESS CHASE CONDOMINIUM "D"

"Rules and Regulations"

By-Laws

TO AID PURCHASERS AND RENTERS

Joining us
in
CYPRESS CHASE "D"
Condominium Living.

T O O U R G U E S T S

IF YOU ARE THE GUEST OF A CYPRESS CHASE CONDOMINIUM
"D" OWNER... THEN YOU ARE THE GUEST OF EVERY OWNER OF THIS
COMPLEX.

ALL OF THE FACILITIES AVAILABLE FOR YOUR ENJOYMENT
ARE MADE POSSIBLE, FINANCIALLY AND OTHERWISE, BY ALL THE
OWNERS.

TO PROTECT OUR INVESTMENT WE HAVE ESTABLISHED RULES AND
REGULATIONS TO WHICH ALL OF US MUST ADHERE. WE ASK THAT YOU
ABIDE BY THEM ALSO, TO INSURE THAT THESE PRIVILEGES WILL NOT
BE DENIED TO YOU.

THESE RULES AND REGULATIONS ARE IN THE FRONT SECTION OF
THIS PAMPHLET. PLEASE TAKE A FEW MINUTES TO READ THEM.

RULES and REGULATIONS

These Rules and Regulations reflect the wishes of the great majority of our residents. While they spell out the "DO'S and "DONT'S" of our community, far more important are those unwritten rules that we should all live by.

1. Respect and consideration of others.
2. GoodCommon Sense.
3. Good taste.

A dignified and congenial atmosphere is best maintained by keeping these basic rules in mind. By intelligent and respectful observance of the formal Rules and Regulations in the Condominium Documents, as well as the additional rules formulated by the Board of Directors.

For your convenience the rules are printed on the following pages.

OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR TENANTS AND GUESTS.

The Board of Directors is empowered to impose fines up to one hundred dollars (\$100.00) for each violation of these Rules and Regulations, and other Condo Documents, and up to \$100.00 per day for continuous violations.

SECTION 1
Building & Common Areas

A. BUILDING AREAS

1. No towels - bathing apparel - laundry - etc. are to be dried or hung on catwalk, stairway, or patio.
2. Catwalks, stairways, elevators, and other condominium areas and facilities of similar nature must remain unobstructed. They shall be used only for normal movement to and from apartments.
3. Catwalks, stairways, elevators, and other condominium areas and facilities of similar nature shall not be used for storage or placement of any Bicycles-Carriages-Shopping Carts-Chairs-Furniture-or objects of any kind.
4. Bicycles, carriages, shopping carts, or similar objects of any kind shall not be allowed to stand in any of the common areas or driveways.
5. No barbecues - charcoal, electrical, or gas operated, are permitted on catwalks, stairways or patios. Nor are they permitted on common areas.
6. No posting of personal signs or notices on bulletin boards, elevators, windows, outside walls or other parts of the building, unless approved in writing by the association. (Declaration of Condominium).
7. No bare feet, wet feet, spiked shoes or dripping wet bathing suits allowed in elevators.
8. Be considerate of all your neighbors. Keep noise level to a minimum: Radio-TV-Musical instruments - and voices after 11:00 PM. (Declaration of Condominium)
9. Garbage:
 - a. All garbage must be sealed in plastic bags prior to placing down chute to garbage bins.
 - b. In the event the garbage chute is filled, then garbage must be taken to garbage bins.

DO NOT LEAVE CARTONS and/or GARBAGE IN LAUNDRY ROOM OR ANY COMMON AREA.
10. The exterior of the apartments and all other areas, appurtenant to an apartment, shall not be painted, decorated, or modified by any owner in any manner without prior consent of the association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the association. (Declaration of Condominium)
11. No article shall be hung or shaken from the doors or windows or placed upon the outside window sills of the apartments.
12. No radio or television aerial or antenna, shall be attached or hung from the exterior of the apartments or from the roof. *Ronald*
(Declaration of Condominium)
13. All damages to the common elements caused by the moving or carrying of articles, shall be the responsibility of, and shall be paid for by the owner or person in charge of such articles.
14. Owners shall keep and maintain their storage bins in a sanitary condition at all times.
15. No flammable liquids of any kind may be kept in the storage areas.
16. No ball or frisbee playing on catwalks, stairways, or any common area.
17. The use of roller skates or skateboards is NOT permitted on catwalks, stairways, elevators, and approaches, and includes movement to and from apartments.

18. Any damage to building, its equipment or facilities, caused by any resident, or their guests, shall be repaired at the expense of that owner.
19. The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements; or for making emergency repairs necessary to prevent damage to the common elements, or to another unit, or units. (Florida State Statute, Chapter 718.111-5)
- Keys Repairs*
- a. The association may retain a passkey to each apartment. If an owner alters the lock or installs a new lock on any door into the apartment, the owner shall provide the association with a key for the use of the association.
- b. The agents of the association, and any contractor or workman authorized by the association may enter any apartment at reasonable hours of the day, for any purpose permitted under the terms of the Declaration of Condominium, and the by-laws of the association. Except in the case of emergency, entry will be made by pre-arrangement with the owner.
20. Occupancy and use restrictions.
- a. The apartments shall be used for single family residence only. This shall be construed to limit the ownership and use of an apartment to an individual, spouse, ascendants, descendants, brothers and sisters only. No separate part of an apartment may be rented and no transient tenants may be accommodated therein.
- 18 Children*
- b. No children under the age of eighteen (18) shall be permitted to reside in any of the apartments, except that children under the age of 15 may be permitted to visit for a period not to exceed 35 days per year. (3 weeks at one time and no longer than 5 weeks total per year.)
- c. An apartment owner shall not permit or suffer anything to be done or kept in his apartment, or the common elements, which will obstruct, or interfere with the rights of other apartment owners.
- d. No person may rent and occupy, or purchase and occupy an apartment in Cypress Chase "D" who is under the age of 55 years and in the event of a couple - at least one person must be 55 years old.
21. An apartment in the absence of the owner, may be occupied by the owner's Parents, Sisters, Brothers, or Children and Grandchildren. The owners must be present for occupancy by all others. The exception is a properly authorized rental or lease; however, this ruling applies to the renter or lessee.
22. Any occupancy of an apartment, where the owner is not present, shall require the owner to provide the Association with a "letter of permission". Such letter must be received at the Association office prior to the guest occupancy of the apartment, and shall include the following:
- a. The starting and ending dates of occupancy.
- b. The names and relationship to the owner, of all persons that will occupy the apartment.
- There shall be no charge for filing the "letter of permission".
23. Any occupancy of an apartment of two (2) weeks or more, without the owner being present, except as covered in rule A-21, will be considered one yearly authorized rental and require the owner to pay a \$100 rental processing fee, plus a penalty up to \$100 for each occurrence.

Inspections - more than 1 month vacant -

4 If an apartment is to be unoccupied for more than one month, it must be available for care and inspection. The unit owner (or tenant) must designate either a person, or the Cypress Chase Condominium Association, at the owner's cost.

5 Owners, renters, or their guests are not allowed to move patio, or any other furniture, onto the lawns outside of their patio.

6 Maintenance payments are due on the 1st of the month. Late payments are assessed as follows: 15 days late - \$5.00; 30 days late - \$10.00; 45 days late - \$15.00; 60 days late - \$20.00.

7 Hurricane protection.

a. Owners who plan to be absent from their apartments during Hurricane season, must arrange for a firm or individual to be responsible for their unit, in the event of a hurricane alert.

This responsibility shall include;

1. Removal of all furniture, potted plants and other movable objects, from patios, etc.

2. Taping of windows and sliding glass doors.

3. If no one is to be in the apartment during the storm TURN OFF all electricity.

ter Care:

4. If any damage to clean up, repair and protect from further damage.

5. Removal of tape from windows and glass doors.

NOTE: If left on, tape is difficult to remove and may etch the glass with permanent lines.

6. Turn on electricity as needed.

COMMON AREAS.

1. No soliciting by resident or non-resident. Please advise tradesmen of this rule.

2. A unit owner does not have any authority to act for the association by reason of being a unit owner.
(Florida State Statute, Chapter 718.111-3)

POOL AREAS.

1. All owners, tenants and guests must observe Rules posted at poolside.

2. The swimming pool and recreation areas are solely for the use of the Condominium residents and their invited guests. Swimming and the use of other recreation facilities shall be at the risk of those involved and not, in any event, the risk of the Condominium Association.

3. Suntan lotions and oils must be removed by showering or toweling, before entering pool.

NOTE: If suntan lotions and oils are not showered off, they collect as dirt on the sides of the pool, and clog the screens of the filters, requiring extra maintenance and costs.

4. Showers are for rinsing off suntan lotions and oils.
Use of soap is not allowed.

5. Persons using suntan lotions and oils must protect lounges and chairs, by covering with a towel before using.

6. Food, drinks, and glassware of any kind are not permitted in the pool areas.

7. No running and excessive disturbance around the pool area.

8. No ball playing of any kind in pool or the pool area.

9. Lounges, chairs & tables are not reserved. If you are not staying in the pool area- PLEASE remove your belongings when leaving.

10. Lounges, chairs and tables are not to be removed from the immediate pool area. This area is defined as the pool, and the cement area, around the pool.

Chairs at pool may be used at the shuffleboard courts during practice and tournament sessions of the shuffleboard teams, and must be returned after use.

11. Children under two (2) years of age are NOT ALLOWED in the pool. Any infant that wears a diaper at any time, for any reason, is considered NOT TOILET TRAINED.
12. Parents or guardians of children using the pool or pool area are solely responsible for their safety.
13. Children under the age of 10 are not allowed to use the pool unless at least one adult is present.
14. No floats, mattresses or other flotation articles are permitted in the pool.
15. No pets or animals of any kind permitted in the pool area.
16. No toys permitted in the pool area.
17. After using pool lounges and chairs please replace them in a tidy manner.
18. Please dispose of all smoking materials in the provided sand filled urns.
19. Pool Hours: Dawn to 10:00 P.M.
20. Shuffleboard courts, hours: 9:00 A.M. to dusk.
21. Clubhouse hours: 7:00 A.M. to 11:00 P.M.

PARKING AREAS.

1. Autos must be parked HEAD-IN only. Front wheels at concrete bumpers.
2. Parking spaces are for passenger cars only. (No motorcycles, campers, trailers, vans, or trucks of any kind.)
3. Numbered parking spaces are reserved for unit owners, and/or their tenants.
4. Guests shall use yellow bumpered parking spaces only.
5. Owners and/or their tenants with more than one car, shall use guest parking spaces for their extra cars.
6. Guests must be advised of the correct designated parking area (outside of building) by owner.
7. Owners, their families, guests, tenants, and employees, shall abide by such traffic and parking regulations, as may be posted or painted at or on the driveways and parking areas of the condominium.
8. No repairs-other than emergency- of vehicles shall be made within the condominium property.
9. Washing cars permitted, providing it does not infringe on other owners' rights, nor block entrances to catwalks, stairwells, elevators, other parking places, etc. When completed the area must be left clean.
0. No sunbathing permitted in parking area.
1. Motorcycles are not permitted on premises.

: THE ASSOCIATION HAS THE LEGAL RIGHT AND AUTHORITY TO TOW CARS AWAY AT OWNERS' EXPENSE, IF PARKING RULES AND REGULATIONS ARE NOT COMPLIED WITH.

E. LAUNDRY ROOMS

1. After each use of washers and dryers, PLEASE wipe top of washing machine and clean lint filter of dryer.
2. Remove laundry from machines as soon as possible. Please time your wash & drying cycle to be present when finished.
3. Do not litter Laundry rooms. Do not leave cartons, bottles, rags, or other garbage in laundry rooms.
DISPOSE OF THEM PROPERLY.
4. Please close door of laundry rooms, and turn off lights when leaving.

SECTION 11
Recreation Building Rules

F. GENERAL - RECREATION BUILDING RULES

1. Hours: 8:00 A.M. to 11:00 P.M.
2. Attire- Proper attire is expected at all times. No bare tops, no bathing suits, no bare feet allowed in the recreation building.
3. All equipment, chairs, tables, etc. must at all times, remain in specified rooms.
(Special permission must be obtained from the House committee chairman for any removal.)
4. No pets will be allowed in or around the Recreation building.
NOTE: Same applies to the pool and shuffleboard area.
5. THERE IS NO SMOKING IN THE ENTIRE RECREATION BUILDING.

6. Kitchen can only be used with the permission of the committee.

G. BILLIARD ROOM

1. Hours of play: 9:00 AM to 11:00 PM
2. Persons under 16 years of age are not permitted in the Billiard Room. Persons 16 to 18 must be accompanied by an adult.
3. When finished, all players must rack up balls, and replace cue sticks.
4. Owners are responsible for all costs for damages, etc. caused by misuse of the billiard room and its equipment, by themselves and/or guests.

RENTING SEE SEASONAL RENTALS

H. RENTING OF APARTMENTS

NOTE: Unit owners renting apartments for six months or less, are subject to the "5% Transient Rental Tax, Fla. Statute 212.03". The unit owner is responsible to see that proper taxes are collected and paid to the State, either by their broker, agent, or through their registration with the Florida Department of Revenue.

An owner renting his apartment must notify the Condominium Association in writing. Approval, by the Association, of all prospective tenants, must be obtained prior to the finalization of any rental contract. Such approval must be made by the Board of Directors.

The notice from the owner shall contain:

- a. Name of owner
- b. Building and apartment to be rented
- c. Name and address of proposed occupants
- d. Number and age of occupants, and relationship to owner

RENTING - SEE SEASONAL RENTALS

Renting of apartments - continued

- e. A copy of the proposed lease or rental agreement
- f. A completed application form, obtained from the office of the association.
- g. A \$100.00 filing fee
- h. Statement by the applicants that they will comply with all Rules & Regulations, and other Condo documents of Cypress Chase Condominium "D" Association, Inc.

Failure to observe these rental regulations may jeopardize this and future tenancy, and subject the owner to fines of up to \$100.00 per week for violations.

1. No renting of condominium apartments for less than three (3) months.
2. No renting of condominium apartments more than once a year.
3. Any lease of an apartment in Cypress Chase "D", initiated in one year that carries over into another year, shall be considered one (1) rental in each year.
4. No subleasing.
5. No renting or leasing to families with children under eighteen (18) years of age. (Declaration of Condominium)
6. Renters, lessees & their guests are not permitted pets.
7. All prospective renters may be interviewed prior to final approval.
8. All renewals of existing leases or the continuation of rental agreements beyond current termination dates must follow the same procedures as a new rental; and a new application must be submitted for approval by the Association Board of Directors.
9. Apartments may be rented only in entirety, and no unit may be rented for Hotel or Transient purposes. (Declaration of Condominium)
10. Any damage to buildings, recreational facilities and equipment or common areas caused by any resident, shall be repaired at the expense of the owners involved.
11. Maximum occupancy for renting or leasing listed below:
 - 1 Bedroom.....3 Persons - No guests
 - 2 Bedroom.....4 Persons - No guests
12. All applications for consent to rent must be accompanied by a fee of \$100.00 for processing.
13. No owner may permit the occupancy of his/her apartment by a tenant before obtaining the Board's approval. The Association shall have the right to eject the occupant as trespassers and all costs and attorneys fees shall be charged to the unit owner as an assessable lien.
14. Renters are permitted NO more than two (2) automobiles, one to be parked in the owner's assigned space, the other in a guest space. NO motorcycles, campers, trailers, vans, or trucks of any kind are permitted.

SALE or RENTAL

1. No owner may sell his/her apartment or any interest therein without prior approval of the Board of Directors.
2. Cypress Chase Condominium "D" Association, Inc. must be notified in writing if an owner intends to offer his/her apartment for sale.
3. The owner must notify the Condo Association as soon as he/she has a buyer.
4. a. The buyer must obtain and complete an application form furnished by the office of the Association.
b. All applications for sale must be accompanied by a fee of \$100. for processing.

5. The owner must advise the buyer that the contract of sale must be submitted to and approved by the Association before the sale can be completed.
6. The owner must submit to the Condo Association a certified copy of the contract of sale as soon as it is executed.
7. The purchaser must appear before the Resale Committee of the Association for a personal interview to obtain Association approval.
8. When a sale or transfer is completed, the new owner shall deliver to the Association a true copy of such deed or instrument of acquisition of title.
9. Any violation of the above provisions shall subject the violator to an action for injunctive relief, cancellation of the deed, eviction, fine for continuing violation and any other remedies provided by law.
10. No person may rent and occupy, or purchase and occupy an apartment in Cypress Chase "D" who is under the age of 55 years and in the event of a couple at least one person must be 55 years of age.
11. No unit owner may own more than 2 apts. at the same time.

THESE RULES AND REGULATION, APPROVED BY THE BOARD OF DIRECTORS, ARE THE FULL RESPONSIBILITY OF ALL OWNERS. IT SHALL BE THE DUTY OF ALL DIRECTORS TO CARRY THEM OUT.

(amended By-Laws)

The Board is empowered to impose fines in any amount up to one hundred (\$100.00) dollars against unit owners for each violation of the Declaration of Condominium, the By-Laws or Rules and Regulations and up to \$100 per day for continuous violations.

Unit owners with grievances or complaints must submit them, in writing, to their Board of Directors.