

RULES & REGULATIONS 2019

ALL OWNERS, RESIDENTS, GUESTS, OR ANY OTHER PERSONS WHEN IN THIS PRIVATE COMMUNITY ARE SUBJECT TO THE RULES AND REGULATIONS OF CINNAMON TREE.

I. BUILDING EXTERIOR

1. No changes or additions may be made to the exterior appearance, color or structure of any building. Paint colors are on file at Home Depot paint department by building number. You may choose the quality of satin paint. No other colors may be used on both exterior walls, door or trim.
2. Any change to the exterior appearance of the units by way of alterations must conform to existing code and receive prior authorization from the Association.
3. Courtyards may be screened or screen doors added to front doors subject to Architectural approval following submission of a written request to and approval by the Cinnamon Tree Board of Directors. The form for Architectural Approval is available from Management. Changing and/or updating doors, windows and outdoor shutters MUST be submitted for Architectural Committee approval by the Board of Directors.
4. The use of newspaper, aluminum foil, wrapping paper, sheets, blankets, towels, car shields, or other nonstandard (as determined by the Association) window covering is prohibited.
5. No laundry, bathing apparel, articles of clothing, cleaning materials, bedding, etc, shall be placed anywhere outside the unit or on patio fences. No personal items or children's toys may be placed on Common Property. No clothesline may be installed anywhere in view or any place on Common Property. Storage units may not be placed in the three foot area around foundation. For safety reasons, nothing can be placed on top of patio fences, including potted plants. No signage or displays can be placed on the exterior of the fence.
6. The Common Area, or Common Grounds, refers to all grass areas throughout the complex. Plantings must be contained within the three foot area off the foundation/patio of each unit. Planting or placement of trees and flowers is not permitted on any area on the common grounds, including at light posts, sidewalks, walkways, parking lots, etc, being referred to as limited common areas. The Association is responsible for all the common areas in our development. This includes maintaining lawns, shrubbery, pruning shrubs and trees and all general landscaping. All plants and trees on common property are not to be altered or removed without prior approval by the Board of Directors. No items may be attached or hung to trees in common areas.

7. Plants, lake reeds and trees in the common areas are to be maintained ONLY by the Association. Spraying or dumping chemicals and materials is strictly prohibited.
8. Only removable umbrellas are permitted on patios; shades, awnings, and gazebos are not permitted. Only SUNSETTER type of awnings are permitted with application and Board approval.
9. Unsightly lots: No underbrush and/or any other unsightly growth shall be permitted. No refuse or unsightly objects shall be allowed. This three foot area may not be used for storage units or other unsightly objects. In the event that any owner/resident shall fail or decline to keep their lot free of the above, the Association, after providing the owner with written notice may, seven (7) days after delivery thereof, enter upon said lot and remove same and assess owner accordingly. Such entry shall not be deemed as a trespass. Any assessment made shall be subject to the filing of a lien in event said assessment is not paid.
10. No individual Board Member may grant architectural, planting or any other approval in lieu of a written request to the Board of Directors.
11. Notice of Resident violations will be issued simultaneously to owner and to Resident.
12. The owner recognizes that in the event any occupants, in the sole judgment of the Board of Directors, are the cause of a nuisance condition, the owner will, upon 30 days notice, correct the situations. If the situation is not corrected within 30 days appropriate legal action will be taken.
13. No signs or lettering of any kind are permitted on or showing from any building or vehicle or anywhere on the property.
14. Unit yard sales are not permitted.
15. Open fires/fire pits, and fireworks are not permitted within Cinnamon Tree. (Martin County fire ordinances will be followed.)
16. Please refer to the Architectural Review Committee (ARC) guidelines for more details.

II. TRASH COLLECTION AND RECYCLING

1. Garbage, trash and **weeding/small lawn debris** must be in tied plastic bags and placed in **BLACK GARBAGE BINS**. **GREEN BINS** are for **RECYCLING ONLY**. If there is garbage or yard waste in the recycling bins, the collectors will not pick up. Do not place garbage, bagged or otherwise next to dumpsters or anywhere else out of doors. Please be sure the container's lid is securely closed. Break down ALL cardboard boxes to fit into recycling bins.

2. Residents must not place any materials or object into the trash compactors. The trash compactor is only to be utilized by our trash collection company.
3. Large items are the responsibility of the Resident. Residents must make arrangements to remove these items from Cinnamon Tree. If it does not fit into the black trash bins, local charity and thrift shops may be contacted for donation or items must be removed by Residents or contracted for removal ~ no exceptions. **DO NOT leave ANY large furniture, appliance or mattresses, etc., at trash areas or at the compactor.**
4. Contractor's refuse or any materials from building repairs **MUST** be removed by the owner, Resident or contractor. Owner/Resident **MUST** make arrangements to remove all repair materials and refuse. (See Fines)
5. Removal of large plant cuttings, such as palm and tree fronds and any other large organic plant material, will be removed by our landscape company **if placed roadside**. Do not bag these large items .
6. Trash pickup is on Tuesday and Friday mornings. Recycled bins are collected on Wednesday afternoon. Please read recycling rules on bins.

III. DAMAGE RESPONSIBILITY

The marking, marring, damaging or destruction of any landscape grounds or properties within Cinnamon Tree will not be tolerated. The cost of repairs will be assessed against the offending Unit owner.

IV. SALES AND RENTALS OF PROPERTY

No Unit Owner shall be permitted to lease a unit without the prior approval of the Board of Directors. All Residents are required to fill in Emergency Information Forms and sign for Rules and Regulations. All Units in Cinnamon Tree are for Residential purposes only.

Unit owners are permitted to rent their units subject to applicable rules:

1. Rentals are limited to a minimum of six months with no restriction as to the length. Month-to-month rentals are permitted only after the initial six month period. No Units shall be rented or occupied by more than four (4) people. Exceptions may be made for guests staying no longer than 30 days with approval of Management and Board.
2. Move in is not permitted until Application and Orientation/Interview is complete.

3. Applications must list ALL proposed occupants of the Unit with a copy to the Board of Directors for the official file of the Association. Any time a lessee leaves and is removed from the original application, a new application must be submitted.
4. If a new occupant is added to Unit, this person must submit an additional application.
5. When a Unit is rented, all amenities including recreation and parking accrue to the Resident provided that POA payments are not in arrears.
6. All occupants must abide by the same rules set forth for owners. Notice of Resident violations will be issued simultaneously to owner AND Resident.
7. The owner recognizes that in the event any occupants, in the sole judgment of the Board of Directors, are the cause of a nuisance, the owner will, upon 30 days notice, correct the situation. If not corrected within 30 days appropriate legal action will be taken.
8. No signs or lettering of any kind including for Sale or Lease are permitted on or showing from any building or vehicle or anywhere on the property.
9. Any and all rentals must be preceded by an application and interview with Cinnamon Tree Management Company or their assignee.

V. ANIMALS Residents having an animal must abide by the following rules:

1. Residents may maintain one small domestic animal, dog or cat only. Small is interpreted as not weighing more than 25 pounds. Animals must be licensed annually and inoculated as required by Martin County. Valid registrations must be submitted by Residents when purchasing or leasing. **Photo of animal is required with registration.** Exotic animals, as defined by the Association are not permitted. A one-time fee of \$50 is required.
2. Guests may not bring animals into the community. Only the resident's registered animal is permitted at Cinnamon Tree.
3. The following breeds and/or partial breeds are not permitted including, but not excluding those that may be deemed unacceptable at a later date: Akita, Doberman Pinscher, German Shepard, Pit Bull or Staffordshire, and Rottweiler.
4. All dogs and cats must be kept on a 6-foot leash and under proper control when outdoors. Cats can be leash trained and are not permitted loose anywhere outside the residence. No animals are permitted inside any unit owner's three foot personal space around their unit.
5. The animal owner is responsible for the immediate and sanitary removal of deposits left by their animal.
6. Under no circumstances are any animals permitted in any of the recreational areas.
7. All animals running loose will be picked up by the Martin County Animal Control.

8. Any owner whose animal creates a disturbance or causes a nuisance will have to remove the animal from Cinnamon Tree.
9. Emotional Support Animal (ESA): the animal owner must be certified as emotionally disabled by a psychologist, therapist, psychiatrist, or other duly-licensed and/or certified professional prior to the move-in interview.
10. All animal application and registration papers must be completed before the move-in date.

VI. MOTOR VEHICLES & PARKING

1. Prohibited vehicles: motorcycles, campers, motor homes, trucks over 3/4 ton (excluding approved pickups), boats, trailers, dual rear wheel trucks (duallys) and all commercial vehicles of Residents or visitors are prohibited in any areas of Cinnamon Tree. The cost of removal shall be at the expense of the owner of such vehicle. Major repairing of any vehicle is prohibited.
1. Unlicensed or unregistered vehicles cannot be operated or stored on Cinnamon Tree property.
2. Stopping, parking or driving on any grass or landscaped areas is strictly prohibited even for moving in or moving out of units or for remodeling purposes, and contractors must be informed by Residents. Owners are liable for any damage caused by their contractor.
3. Parking is permitted only in the designated parking spaces. Bicycles should be ridden and parked so as not to create a hazard or nuisance.
4. No parking is allowed on the main roadway (Cinnamon Tree Circle) at any time. Residents are responsible for informing their vendors to park in the lot and not on the roadside.
5. Parking is prohibited on all access areas: in front of walkways, private drives, and within 30 feet of a stop sign, 20 feet of a crosswalk, and 15 feet of fire hydrants.
6. Parked or stopped vehicles shall not restrict access to any entrance or pedestrian traffic. This includes, but is not limited to, the front roadway entrance. The entrance road is not a parking or waiting area. Parking on any grass area is prohibited.
7. The owner or operator of any vehicle which drops excessive oil, grease or gasoline will be requested to remove such vehicle(s) and remove waste material from parking area or it will be towed at the owner's expense and owner will be required to pay for clean-up.
8. One marked parking space is designated for each unit. Guest spaces are for use by a second vehicle or a guest. Arrangements for more than two vehicles for any Unit must be approved by the

management office regarding time period and location. Please be courteous and avoid filling parking lot with too many guest vehicles. No resident or guests may park in the assigned parking spaces of another unit. Guest spaces are not reserved.

9. Parking of disabled vehicles is limited to 48 hours.
10. Immediate towing without warning will result from vehicles threatening the safety of residents, blocking or impeding access to common elements, or for any prohibited vehicles.
11. The speed limit in Cinnamon Tree is 15 miles per hour. Use caution and beware of children and pedestrians when driving on roads and parking lots.
12. Temporary parking of storage pods or dumpsters requires prior application and approval. The item may be parked for no more than 14 days.

VII. NOISE ~ NUISANCE

1. To avoid creating a nuisance at Cinnamon Tree, all stereos, musical instruments, radios, or television sets should be played at a moderate volume. This includes auto sound systems. Motor vehicles must be properly muffled, licensed and maintained.
2. Loud voices, boisterous manner, barking dog or crying cat is considered a noise nuisance.
3. Any Resident being disturbed by any of the above should call 911 or Animal Control.

VIII. SOLICITATION

1. Cinnamon Tree is a posted private property prohibiting any non-Resident from door-to-door sales or fund raising. Violators may be ejected by law enforcement personnel.
2. No For Sale or For Lease or Open House signs are permitted. No advertising, notices, posters, or other lettering shall be exhibited or displayed.

IX. SWIMMING POOL RULES

1. Residents using the pool must enter with their own entry card. Everyone must use their own card. Propping open the gate, opening gate for those without allowed access or other misconduct will result in loss of privileges by cancellation of the entry card.
2. There is a charge of \$25 to replace lost key cards. No exceptions.

3. Running, pushing or loud or boisterous behavior is not permitted; this includes no loud music. Common courtesy is expected.
4. Pool hours are from dawn (7 a.m.) to dusk. This rule is posted on entry sign and is strictly enforced. Video cameras are in place on the property for the safety of the Residents.
5. Use of the pool is restricted to unit owners, Residents and their guests. Guests must be accompanied by a unit Resident. No more than 4 guests per unit.
6. Persons using the pool do so at their own risk, since the Property Owners Association does not provide lifeguards. Cinnamon Tree shall not be held responsible for any liability for persons using the pool facilities.
7. Children in diapers are NOT permitted in the pool.
8. Children under 18 years of age MUST be accompanied by an adult.
9. All persons must shower before entering the pool. All suntan lotions, etc., must be removed by showering before re-entering the pool.
10. Lifesaving equipment is for emergency use only.
11. Only life rings are permitted in the pool. Boards and rafts are prohibited. Bicycles and skateboards are not permitted inside the pool area. No footballs, basketballs, or baseballs are permitted inside the pool area or pool. Only soft-sided toys are permitted.
12. Persons having any type of skin disease, sores, inflamed eyes, colds, nasal or ear discharge are excluded from using the pool.
13. Return furniture to its proper position after use and lower umbrellas. Leave the pool area equal to or better than the way you found it.
14. For everyone's safety, no glass or pottery containers may be brought into the pool area. No food is allowed on the lower pool deck area. All beverages must be in cans or plastic containers.
15. Swimmers are required to wear clean, appropriate swim attire. Cut-offs and street clothes are not permitted.
16. The Board of Director's Designee is authorized to eject any person(s) from the pool area for objectionable behavior, improper dress or for violating of any of the stated rules and those posted in the pool area. Individuals trespassing in the pool area after hours will be subject to civil prosecution for trespassing.

1. There is no smoking within the pool area; smoking is not permitted within 50 feet of the fence.

X. CLUBHOUSE FACILITIES

1. Private parties or meetings are permitted by those Residents who submit an application to the management office at least two weeks prior to the planned party or meeting and receive approval by the manager and the board of directors. Contact Management for an opening in the Clubhouse calendar. A completed clubhouse rental form must be signed.
2. Guests for private functions are limited to 35 persons.
3. The fee for use of the Clubhouse for private parties is \$75. A refundable security deposit of \$300 is required. Community events are no charge.
4. The entire facility must be cleaned within 24 hours and upon satisfactory inspection the security deposit will be returned.
5. The clubhouse is a no smoking facility; there is no smoking within 50 feet of the building.

XI. CINNAMON TREE LAKE

1. The lake is private and for the exclusive use of the **Residents only**. No one may use Cinnamon Tree lake, grounds or facilities without registered Resident present. Sheriff's Dept will be contacted for any trespassers.
2. Swimming is prohibited in the lake.
3. The lake may be used for fishing with hook and line only. No NETTING of fish is allowed. All fish taken from the lake must be legal size and limit requirements of the State of Florida regulations. Fishing is for residents only; guests must always be accompanied by their host.
4. Feeding of wildlife is strictly prohibited.
5. Please help us keep the lake and grounds clean, litter free and undisturbed.

XII. WALKING PATH The hard surface path surrounding the lake is provided for jogging, bicycling, and walking. Use at own risk.

1. Bicyclists must give right of way to all pedestrians and joggers.
2. No engine powered vehicles of any kind are permitted on this path.

XII FINES: Noncompliance of any of the Rules and Regulations will incur a \$100 fine per incident, per day. Violations will result in the levying of fines, suspension of common area use rights, and all other remedies set forth in the governing documents and Florida Statute 720.

XIII. COMMON PROPERTY SMOKING RESTRICTIONS

1. The Clubhouse building (general meeting space, kitchen, bathrooms, hallway, office, maintenance /garage area and storage/records room);
2. The clubhouse fenced pool area; and
3. Any common property located within fifty feet (50') of the clubhouse building and clubhouse fenced pool area, including but not limited to, clubhouse building main entry vestibule, clubhouse building main entry sidewalk; maintenance/garage door sidewalk, and fenced pool area entry gate.

XIV. GENERAL AND DELINQUENT ASSESSMENTS

1. General assessments, levied by the Association, shall be collectible in advance monthly.
2. General assessments shall be due and payable on the first (1st) day of the month in which it was levied.
3. General assessments are considered delinquent if unpaid by the fifteenth (15th) day of the month in which it was levied and shall bear interest at the maximum rate of interest allowed by law from the date when due until paid.
4. Delinquent assessments shall be subject to collection actions as per the Association's delinquent collection policy currently in effect.

Prospective Residents must be interviewed by the Property Manager or a Board member. There is a \$100 fine and a possible refusal for anyone violating this rule.

Cinnamon Tree is a Home Owners Association (Statute 720) and is not the same as or subject to the Statutes of Condominium Laws. The Owner is entitled to exclusive possession of the purchased property and full use of the common areas, including the pool. The Owner, at the time of purchase, agrees to abide by the adopted and published rules and regulations of the Association. These guidelines are found in the Association Documents: The Declaration of Covenants, the By-Laws, and the published Rules and Regulations. In purchasing this property, the Owner automatically becomes a member of the Association with all of its privileges and responsibilities.

An Owner who is renting their property to a tenant is responsible to the Association and other Owners to see that his tenant complies with Association rules. If the Resident causes a violation and is assessed a fine, it is the Owner who is responsible for the payment of that fine.

NEW RESIDENTS MUST PROVIDE TO THE ASSOCIATION WITH APPLICATION:

1. Current, valid driver's license and registration
2. A copy of Warranty Deed or Lease
3. A copy of current animal's license (annually)
4. A copy of current animal veterinary records

BUYER/RESIDENT SHOULD EXPECT AT CLOSING FROM THE OWNER: a) Copies of Association Documents, b) Unit and mailbox keys, c) Number and location of mailbox, d) Clubhouse/Pool access card, and e) Rules and Regulations provided upon application by the Management Company.

THE RULES AND REGULATIONS ARE UNDERSTOOD AND ACKNOWLEDGED BY THE UNDERSIGNED PARTY/PARTIES AT THE TIME OF THE INTERVIEW. With this signature, the undersigned agrees to abide by ALL of the rules and regulations of Cinnamon Tree Association. Signature also required on Animal Rules Form even if Resident currently has no plans for an animal in the Unit.

Date: _____ **Unit#** _____

Signatures: _____

Current Phone: _____ **E-Mail Address:** _____

Interviewer: *RULES AND REGULATIONS SHOULD BE RETAINED BY THE INTERVIEWED PERSON FOR THEIR RECORDS.*

A COPY OF THIS PAGE IS GIVEN TO THE INTERVIEWED PERSON AND ORIGINAL KEPT AT CINNAMON TREE OFFICE.