



Cypress Dune Owners Association, Inc.
Rules and Regulations
March 10, 2022

1. **PURPOSE:** This document, as approved by the Board of Directors (hence forth referred to as the "BoD"): (1) clarifies the authority of the Cypress Dunes Declaration of Covenants, Conditions and Restrictions (DCCRs); and (2) defines/tailors supplementary Rules and Regulations as specific to the Cypress Dunes Community.

It is understood that the BoD may, from time to time; (a) modify these supplementary Rules and Regulations; and (b) grant exceptions as deemed appropriate and/or requested on a case-by-case basis. Exceptions shall in no case constitute or be considered as precedence setting.

(Explanatory Note: These Rules and Regulations shall in no manner over-rule, usurp, or countermand the Declaration of Covenants, Conditions and Restrictions, but are being amended to comply with the stated DCCRs and to update the 05/04/19 version of the Rules and Regulations. Additionally, it is important to understand that one needs both the Rules and Regulations and the original Initial Use Restrictions stated in the DCCR's to have a complete and comprehensive understanding of the total set of use restrictions.)

2. **ENFORCEMENT and FINES:** The BoD is responsible for enforcement of the rules and regulations contained herein; the Community Association Manager (CAM) shall serve as the primary Action Officer for enforcement.

All owners shall cause anyone occupying or visiting his or her lot, including guests, renters, lessees, and contractors to comply with these rules and shall be responsible for all violations and losses they may cause, notwithstanding the fact that such persons are responsible for complying and may be sanctioned for any violation.

(Explanatory note: Contractors fall in the category of Construction Site Owner guests and are subject to all applicable Rules and Regulations as called out in this document. Consequently, the Construction Site owner may be held accountable for Contractor violations.)

Fines Schedule: The BoD, as the levying authority, shall establish a "Fines Schedule" applicable to owners and guests. (See Appendix F). Violations may result in loss of privileges, loss of access to amenities, and/or monetary fines. BoD levied fines shall be limited to a maximum of \$100 a day per violation not to exceed 10 days or \$1,000 per violation.

Developer levied fines Option: For ease of control and administration and at the Developer's option, the BoD may choose to enter into a written agreement whereby the Developer voluntarily establishes and implements a Fines Schedule applicable specifically to Contractor violations with proceeds being paid to the HOA.



3. **OPERATIONAL DEFINITIONS:** The following definitions are operationally used as part of this document to help ensure clarity, brevity, and ease of reference. (Note: When used within this document, these terms are ***bold italicized***.)
- 3.1. ***Adult Chaperone***: A responsible adult of age 25 years and over.
 - 3.2. ***Construction Site Owner***: The HOA member on who's property construction is to be conducted.
 - 3.3. ***Commercial vehicles***: Vehicles that are owned, operated, and used for purposes associated with the conduct of pick-up and delivery operations (e.g., UPS, FedEx, construction materials, etc.).
 - 3.4. ***Common Areas***: All HOA owned and maintained areas and facilities. Categories of property include: (1) facilities (e.g., entrance gate, key pads, etc.); (2) hardscape areas; and (3) softscape areas.
 - 3.5. ***Construction equipment***: Items used in the course of construction e.g., cranes, air compressors, tractors, trailers, service vehicles (to include pickup trucks, etc.).
 - 3.6. ***DRB***: The Design Review Board, who reviews **ALL NEW EXTERIOR ADDITIONS OR CHANGES** to a home and its surroundings (e.g., landscape) in accordance with the Design Review Guidelines.
 - 3.7. ***Leasing Agreement***: An agreement, as defined within the Articles of Declaration, that is in excess of six months.
 - 3.8. ***Main Street***: Many homes in Cypress Dunes have two streets, one in front and one in back of the homes, many have one street running in front of the homes, and many have one street running behind the homes. Therefore, the use of Main Street will apply to the primary street of each home.
 - 3.9. ***Personal Use Items***: Objects that include but may not be limited to:
 - 3.9.1: Recreational items (e.g., kayaks, skate boards, scooters, towels, clothing, toys, beach items, inflatables, portable basketball goals, or similar type items.)
 - 3.9.2: Utility items (e.g., ground level portable grills, tools, or other similar type items).
 - 3.10. ***Restricted vehicles***: Such vehicles include pickup trucks with raised camper tops or other raised enclosures or commercial vehicles (including all vehicles with commercial lettering or logos), boats, trailers, large trucks, campers, jet skis, motorcycles, All-Terrain Vehicles (ATVs), or similar vehicles. (Note: Sports Utility Vehicles, pickup trucks without raised enclosures, and vehicles without commercial writing or logos shall be treated as automobiles.)
 - 3.11. ***Vehicles***: Definition includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, golf carts, construction equipment, commercial vehicles, and recreational vehicles.



4. **ANIMALS AND PETS:** Only common household animals/pets owned by HOA Members and their guests are allowed on the Cypress Dunes Property. As such, the following Rules shall apply.
 - 4.1. Pet owners shall be responsible for collecting and properly disposing of their pet's waste.
 - 4.2. Only pets of owners and guests are allowed on Cypress Dunes property.
 - 4.3. The barking of dogs shall not be an unreasonable source of annoyance.
 - 4.4. No pets owned by contractors or workers shall be permitted on Cypress Dunes property.
 - 4.5. No exotic pets shall be permitted.
 - 4.6. Pets shall be kept inside or on a leash at all times.
5. **VEHICLES, PARKING, and TRAFFIC CONTROL:**
 - 5.1. **Vehicles.**
 - 5.1.1. **Commercial vehicles** are not permitted in the community except for delivery/pick-up services, and authorized construction activities as provided for in Appendix "E"
 - 5.1.2. **Golf Cart** operation shall be in accordance with current Florida Statutes.
 - 5.2. **Parking Restrictions:**
 - 5.2.1. **Restricted vehicles**, including all boats or boat trailers, large trucks, campers, jet skis, motorcycles, ATV's or similar vehicles shall be kept within an enclosed garage and may not be parked elsewhere within Cypress Dunes.
 - 5.2.2. Only personal automobiles, SUV's, pick-up trucks, or similar vehicles bearing current license and registration tags shall be permitted to park in Cypress Dunes.
 - 5.2.3. **Vehicles**, including golf carts, shall at no time park:
 - 5.2.3.1. On vacant lots (except as in accordance with Paragraph 5.2.4.1).
 - 5.2.3.2. In driveway areas without owner permission.
 - 5.2.3.3. In any amenity parking area for more than 1 day.
 - 5.2.3.4. On landscaped areas.
 - 5.2.3.5. In streets or on street curbs.
 - 5.2.3.6. On sidewalks.
 - 5.2.4. **Construction equipment** parking:
 - 5.2.4.1. **Construction equipment** and worker vehicle parking on a vacant lot during work on the adjacent site is allowed at the adjacent owner's option.
 - 5.2.4.2. **Construction equipment** shall not be left overnight.
 - 5.2.4.3. Illegally and derelict parked **vehicles** are subject to being towed at the owner's expense.
 - 5.3. **Traffic Control:**
 - 5.3.1. All traffic safety and speed control measures (e.g., speed limits, stop signs, etc.) shall be strictly enforced.



5.3.2. Violations of posted Bridge Restrictions shall be grounds for: (1) an immediate \$1000 fine; (2) damage assessments, or (3) being disallowed community access.

6. **GARAGES:** Garage doors shall remain closed except when entering, exiting, or otherwise actively using the garage.
7. **NOISE CONTROL:**
 - 7.1. Loud noise or music that becomes a nuisance is not permitted at any time.
 - 7.2. Outside speakers, "Boom Boxes", or similar type items shall not be used without specific BOD approval.
 - 7.3. Construction noise shall be allowed only during the following authorized work hours:
 - 7.3.1. Weekdays: 7:30 am thru 5:30 pm
 - 7.3.2. Saturday: 8:00 am thru 12:00
 - 7.3.3. Sunday: No work allowed unless BoD approved and/or in cases of emergency.
8. **PROHIBITED ACTIVITIES and CONDITIONS:** Exterior accessories, furniture, and personal item displays must be appropriate and consistent with a high standard of expectations of a premier 30A community. Additionally, homeowners are encouraged to construct exterior "screening structures" as approved by the DRB to help ensure compliance. To ensure a clean and cohesive, community-wide look, the following conditions, structures, or activities are prohibited on any lot:
 - 8.1. **Outside clotheslines:** Or other outside facilities for drying or airing clothes unless properly screened and approved in advance by the DRB.
 - 8.2. **Yards:** Craft and Art objects are not permitted.
 - 8.3. **Landscaping:** Landscaping must be approved by the DRB whether in the front or back yards. The DRB may allow for more self-expression in areas not readily visible from the street. (Note: More detailed information is provided in the Design Review Guidelines.)
 - 8.4. **Porch furniture:** Must be commonly known as porch furniture and should blend with the color and style of the home. Dressers, armoires, washstands are not permitted on porches that are readily visible from the home's **Main Street**.
 - 8.5. **Porches cluttered:** Plants, art objects, flower pots, and similar type objects shall not be excessive in number and size such that the overall appearance is one of "clutter"
 - 8.6. **Potted plants:**
 - 8.6.1.1. All potted plants should be well maintained (i.e. not dead/withered).
 - 8.6.1.2. Artificial flowers/plants are not allowed.
 - 8.7. **Personal use items:** Items of personal use as defined at Paragraph 3.9 (above) may be in front of the home during times of use; however, all items must be removed and stored



neatly out of sight from the home's **Main Street** each night. However, no towels, clothing, or other similar type item shall be left outside the home at any time.

- 8.8. Hammocks facing **Main Street** or **Common Areas** are not allowed.
- 8.9. Bicycles visible to **Main Street** and **Common Areas** are to be stored neatly.
- 8.10. **Holiday Decorations:** With the exception of Christmas, holiday decorations may go up two weeks prior and be removed one week after the holiday period. Christmas decorations may go up 30 days prior to 12/25 and must be removed within two weeks after. Decorations are to be tasteful and affixed only to the front door(s), window(s) or on front porch. Only white exterior lighting is allowed and is to be turned off by 10:00 pm.
- 8.11. **Hot Tubs/Spas:** Personal hot tubs/spas are not permitted.
- 8.12. **Accent Lighting:** Shall be DRB compliant.
- 8.13. **Smoking,** including e-cigarettes, is not permitted:
 - 8.13.1. Within 100 feet of any amenity area (e.g., Amenity Center, Tennis or pools).
 - 8.13.2. In or around areas containing highly flammable material (e.g., pine straw mulched beds).
- 8.14. **Common Area Damage:** Any activity that may result in damage to **Common Area** property is prohibited and shall be cause for fines, repair cost and/or restrictions. Specific to, but not all inclusive of such activities, are the following:
 - 8.14.1. Hard surface damage caused by construction equipment (i.e. dumpster swap-out, concrete pumps/trucks, etc.)
 - 8.14.2. Environmental impactful events (e.g., hydraulic leakage from heavy equipment; garbage trucks, etc.)
 - 8.14.3. Turf area damage (e.g., tire rutting.)
 - 8.14.4. Non-specific items of case-by-case damage as may be determined by the BOD (e.g., signage, gates, boardwalks, landscape, etc.)
- 8.15. **Outdoor grills:** Because of fire risk due to close proximity of homes and use of pine straw throughout neighborhood, small portable grills can only be used on ground level and must be placed on concrete or stone pavement. Coals from charcoal grills may not be removed from grill until fully extinguished and must be placed in a metal container for disposal. Ground level portable grills are not to be left in front of home overnight.

9. **GARBAGE & GREEN WASTE MANAGEMENT:**

- 9.1. **Green Waste:** Green waste (e.g., yard waste of an organic nature) may be placed curb-side:
 - 9.1.1. For the HOA's Grounds Maintenance contractor retrieval if volume is less than or equal to that of a normal pickup truck bed (e.g., 2.5 Cubic Yards); (Note: Green waste curbside placement should be done not more than 2 days before the Grounds Maintenance contractor's work visit to the property.)
 - 9.1.2. For pick up as coordinated with the CAM or Walton County pick service.



9.2. **Garbage:** All garbage (e.g., household trash, food waste, etc.) shall:

9.2.1. With exception of large, empty cardboard boxes, be placed in a HOA approved "bear resistant" container with the lid securely latched.

9.2.2. Be put curbside after 4:00 pm on the day just prior to pick up and removed by 5:00 pm of the pickup day; (Note: Garbage pick-up currently occurs on **Mondays and Thursdays.**)

9.3. **Garbage Containers:**

9.3.1. Garbage Containers shall be stored at a location **not visible** from the home's **Main Street.**

9.3.2. Only approved bear resistant 96-gallon trash containers shall be used. Contact CAM for instructions or specific link to purchase.

9.4. **Construction Dumpsters.** Construction Dumpsters are not HOA property and are not for use by residents.

10. **AMENITIES:**

10.1 Use Restrictions as approved by the BOD will be prominently posted at each of the amenity venues (e.g., pool, spa, fitness center, tennis courts, etc.). Specific venue use restrictions and standards of conduct are provided in Appendixes "A" thru "D". **(Note: Rules postings shall be stated in as cordial a manner as possible; however, such verbiage shall not circumvent the basis for legal enforcement.)**

10.2 **Amenity Passes:**

10.2.1. Each Tier I home will be issued Amenity Passes (wristbands) based on the DCCR stated occupancy limits of two persons per bedroom (defined as a room with a door, window and closet), plus two additional owner's passes. Note: Tier II association members are not issued wristbands, as they do not have access to amenities, unless they pay Tier I association member dues.

10.2.2. While at any Amenity venue, wrist bands must be worn and clearly visible at all times. (Note: Children with wrist or ankles too small to retain bands do not have to wear a band but it must be visible and in the possession of their parent or guardian while at the Amenity venue).

10.3 **Entrances / Gates** and other exterior doors to the amenity center, fitness room, phase II pool area, and any other restricted access facility, except in cases of emergency, shall be kept locked.

10.4 **Amenity Center** facilities rental and use rules shall apply as provided in Amenities Center Event policies and procedures.



11. **LEASING/RENTAL:** Cypress Dunes Declaration of Covenants, Conditions and Restrictions, Article III, Use and Conduct, 3.1 (b) Leasing/Renting clearly spells out the definitions and restrictions (i.e. rules) as related to rental and leasing for the Cypress Dunes Community. Owners Renting or Leasing shall comply with the following requirements:
 - 11.1. Supply a copy of the Cypress Dunes Homeowners Association Rules and Regulations to their renters.
 - 11.2. Ensure compliance with a minimum stay of six nights and seven days.
 - 11.3. Comply with a maximum rental occupancy limit of two persons per bedroom. Number of bedrooms of a home will be defined by number of bedrooms listed on Walton County property tax rolls.
 - 11.4. Provide a copy of each Leasing Agreement (for leasing periods of 6 months or longer) to the CAM within 10 days of the agreement being signed.
 - 11.5. For all rentals and leases, the owner is responsible for 1) ensuring that all renters/lessors abide by our stated DCCRs, Use Restrictions and Rules and Regulations and for 2) proper handling of any issues that arise during their stay.
 - 11.6. For all Rentals and Leases, owner may not advertise in a manner that conflicts with the Covenants or Rules and Regulations, or otherwise encourages guests or Lessees to violate the rules. For example, Rental owners should not advertise stays of less than six nights seven days and/or advertise maximum occupancy that exceeds number of bedrooms times 2 occupants. A Lessor or Rental Owner should not advertise that a boat, trailer or recreational vehicle can be kept anywhere within Cypress Dunes other than an enclosed garage.