

**PROPOSED AMENDED AND RESTATED  
RULES AND REGULATIONS  
CINNAMON COVE MASTER ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF RULES AND REGULATIONS - SEE CURRENT  
RULES AND REGULATIONS FOR PRESENT TEXT**

**All Definitions in this Document are referred to in The Declaration of Covenants, Conditions and Restrictions Section 3.**

**SECTION 1. THE CLUBHOUSE:**

**1.1** Cinnamon Cove Residents requesting exclusive use of the Clubhouse or other common property, facilities, or equipment, must first obtain prior approval and schedule such use at least two weeks in advance. The periodic non-exclusive use of facilities may be scheduled as far in advance as possible, however, such scheduling in advance of two months is considered tentative until confirmed with the Recreation Director within 30 days of the scheduled event. A written request for use of Association Property must be submitted to the Recreation Director and approved in accordance with Addendum A to these Rules and Regulations.

**1.2** The Clubhouse facilities provide for multipurpose use. The Recreation Director shall assign a specific room for each approved and permitted group activity. Cancellation of such permitted use will be in accordance with Addendum A to these Rules and Regulations.

**1.3** Any person receiving authorization to use the food preparation area shall be responsible for properly cleaning and storing all equipment, cleaning the floor and counters, spraying the open areas with bug spray and putting the trash in bags in a dumpster. All garbage, litter and trash shall be removed from the food preparation area.

**1.3.1** Any Resident or Association desiring to use the food preparation area or the ovens must: Make a deposit of \$200 for food preparation area and oven use or \$100 for food preparation area only. All oven users will be educated on proper set-up and usage procedures. Information sheets will be provided with instructions.

**1.4** Residents and Guests using any area of the Clubhouse are responsible for leaving it clean after use.

**1.5** No food or drinks shall be stored in the food preparation area or other parts of the Clubhouse without prior written approval of the Recreation Director. Immediately before and during an approved activity, food and beverages may be stored in the kitchen and refrigerator, but, must be removed afterwards.

**1.6** Users of the Clubhouse and Clubhouse facilities etc., shall place all garbage, litter and trash in an appropriate trash container. Several are situated within easy access for disposal.

**1.7** No charge shall be levied to Residents for their approved non-exclusive use of the Clubhouse. The determination of charges for exclusive uses when permitted will be in accordance with Addendum A to these Rules. The amount of the returnable security deposit where required will be \$100.00.

**1.8** The Clubhouse open hours are from 6:00 a.m. to 10:00 p.m. These hours may be extended only with the advanced approval of the Recreation Director. Availability of all amenities will coincide with the Clubhouse hours.

**1.8.1** Fitness Room Rules and Regulation: Every user must register by filling out a liability waiver and update emergency contact card YEARLY as of October 1 each year. This must be complied with every year if use is desired.

Hours are 6 a.m. to 9:30 p.m. Fitness room closes during major events in the clubhouse.

For safety concerns, youths under 16 must be accompanied by an adult.

Sanitize all equipment after each use.

Perfumes and strong fragrances are discouraged in consideration for others' allergic reactions.

**1.9** Persons in bathing suits shall not use any part of the Clubhouse other than the restrooms. Such persons will only use the building entrance closest to the restrooms (near the tennis courts).

**1.10** Appropriate attire (i.e. to include shirts for men, blouses for women, and shoes) must be worn in the Clubhouse. Bathing suits are not appropriate attire in the Clubhouse except during certain scheduled activities.

**1.11** The Clubhouse and amenities are in the midst of a residential area. No activity or devices producing loud noise sufficient to disturb other Persons will be permitted. Special events, programs or activities which result in noise shall be scheduled so as to end at a reasonable hour. The television, video player and sound emitting device shall be kept at a moderate or low level of volume at all times.

**1.12** Abuse of the Clubhouse or any other Association Property may result in restriction or suspension of abusers' use. Residents are responsible for their conduct and for the cost of repair resulting from damage caused either directly or indirectly by themselves and/or their Guests. In any case, wherein the determination of a member of the Access Control Force, the conduct of activities within the Clubhouse, or any other part of the Association Property, are likely to cause serious damage to the facility and/or personal injury, the Board of Directors has authorized the Access Control personnel to close the facility and terminate use immediately. Failure to comply with the closure of such facilities and vacate the area is a violation of these Rules and Regulations.

**1.13** No unauthorized Person shall tamper with or adjust Clubhouse heating, air conditioning or ceiling fans. To avoid damage and liability, the carpet in the Clubhouse may only be cleaned by professional carpet cleaning services.

**1.14** No radios, compact disk players, televisions or other sound emitting devices may be used in the Clubhouse unless used during a supervised activity.

**1.15** No skateboards, roller skates or roller blades are allowed to be used in the Clubhouse, or any other part of the Association Property including common parking areas. Skateboards and roller skates and roller blades are allowed on roads.

**1.16** No pets are allowed in the Clubhouse except for designated special events. At such times they must be carried or contained. Approved service or assistance animals are excluded from this rule.

**1.17** No bicycles are to be used on sidewalks or any other areas in the immediate vicinity of the clubhouse, pools, tennis/pickleball courts, shuffleboard courts etc. Bicycles must be parked in the bicycle racks.

**1.18** Alcoholic beverages are not allowed in the Clubhouse except during programs or activities approved by the Master Association. A case by case exception may be made by the Master Association, provided such approval does not violate any public law. If such use of alcoholic beverages or any other illegal substance shall be in violation of public law, the individual users assume full legal and financial responsibility.

**1.19** Any monetary charges incurred by a group activity approved and permitted in accordance with Addendum A to these Rules and Regulations and payment to any activity director, coordinator or instructor for their services in assisting the activity will be the responsibility of the individual or group of individuals involved and not the Master Association.

**1.20** Keys to common amenity buildings or other property shall not be held by persons other than those authorized by the Master Association.

**1.21** Smoking or other use of tobacco or tobacco products or “vapor” or “e-cigarette” products is prohibited throughout the Clubhouse and on Association Property, except in automobiles, with windows closed, being driven on roads.

**1.22** Scheduling of individual non-exclusive use of the television/video equipment for special programs may be arranged with the Recreation Director.

**1.23** Calls on the Clubhouse phone shall be limited to three minutes.

**1.24** No loitering is permitted in the Clubhouse or parking lot.

**1.25** Washing of vehicles in the Clubhouse parking lot or elsewhere on Association Property is prohibited.

**1.26** No Clubhouse property or common equipment of any kind shall be removed from the Clubhouse area without prior written approval of the Recreation Office.

**1.27** No overnight parking is allowed in the Clubhouse parking lot without prior written permission of the President or the Executive Committee of the Master Board. The Board may institute towing of overnight violators of this rule pursuant to Lee County Ordinance #17-01, as amended or replaced from time to time. This excludes maintenance vehicles owned by the Master Association.

**1.28** No parking of recreational vehicles or tow behind equipment is allowed on Master Association property and is subject to removal under Lee County Ordinance #17-01.

**SECTION 2. ALL MASTER ASSOCIATION POOLS: CLUBHOUSE POOL, SPINNAKER POOL, BAYLEAF POOL, CARAVEL POOL AND HOT TUB**

**2.1** No food or drinks are allowed in or within 5 feet of the swimming pools or hot tub.

**2.2** A shower must be taken prior to entering swimming pools or hot tub.

**2.3** Suntan oils and lotions clog pool filters and drains. All oil/lotions must be removed prior to entering swimming pools or hot tub.

**2.4** Towels may not be used to reserve chairs except for one chair per individual one hour in advance.

**2.5** No glass containers, or anything made with glass are allowed pool side, anywhere on the pool deck or in the pools or hot tub.

**2.6** Bathing suits must be worn. No jeans or cutoffs are allowed in pools or hot tub.

**2.7** Hair longer than shoulder length must be worn in a cap, braided or tied in a pony tail. This is a personal safety issue.

**2.8** No rafts, inner tubes, balls, inflated toys, plastic toys, rubber toys or other equipment of similar nature are allowed in the pools unless during a supervised recreational program. Water wings, water safety rings and floating noodles are permitted except in the hot tub.

**2.9** Pool and hot tub hours are from ½ hour after sunrise to ½ hour before sunset except during periods of cleaning and/or other maintenance activity.

**2.10** No pool furniture shall be removed from the pool areas. No pool furniture is allowed in the pools or hot tub.

**2.11** No running is permitted on any pool deck. Diving or jumping into the pools or hot tub is prohibited.

**2.12** No electrical devices are permitted within 10 feet of the pools or hot tub unless battery operated. Excluded is equipment being used to maintain the pool by professional pool personnel. All such equipment i.e. radios, compact disk players and televisions are to be kept to a minimum sound level around all pool areas.

- 2.13** No animals are allowed on any pool deck, nor in the pools or hot tub.
- 2.14** No smoking is allowed in the swimming pools or the hot tub nor anywhere on the pool deck.
- 2.15** Users of all the pools, pool areas, etc., shall place all garbage, litter and trash in an appropriate trash container. Several are situated within easy access for disposal.
- 2.16** No unauthorized person shall tamper with or adjust pool filtering equipment or pool/hot tub heating equipment. No unauthorized person shall enter any pool house equipment rooms.
- 2.17** No flotation devices of any kind may be used in the hot tub.
- 2.18** Persons using the pool or hot tub who are incontinent must wear diapers designed for use in pools.
- 2.19** Persons who use the Hot Tub or Swimming Pool do so at their own risk.

Note: An effort will be made to maintain swimming pools between 81 and 85 degrees F.

### **HOT TUB RULES**

1. No diving or jumping into hot tub
2. Shower before entering hot tub
3. Hot tub hours are ½ hour after sunrise to ½ hour before sunset
4. Bathing load is as prescribed by Lee County Law
5. Maximum water temperature is 104 degrees
6. No animals are allowed in hot tub or on hot tub deck
7. Pregnant women, people with health problems and people using alcohol, narcotics or other drugs that may cause drowsiness should not use hot tub without first consulting doctor
8. Parents and guardians of children under 12 are reminded that a child's use of the hot tub may be hazardous to the child's health
9. Maximum use is 15 minutes
10. No food or drink is allowed in the hot tub or on hot tub deck

### **POOL RULES**

1. No diving or jumping into any pools is permitted
2. Shower before entering pool
3. Parents and guardians of children under 12 are reminded of the hazards of unaccompanied use of the pools by those untrained in swimming
4. Bathing load in clubhouse pool is 27 persons and as posted at satellite pools
5. Pool hours are ½ hour after sunrise to ½ hour before sunset
6. No glass or animals in pool or on pool deck
7. No night swimming
8. No lifeguard on duty
9. In an emergency, dial 911

### **SECTION 3. TENNIS, PICKLEBALL, BOCCE AND SHUFFLEBOARD COURTS**

**3.1** Tennis, pickleball, bocce and shuffleboard hours are from 7:30 a.m. to 10 p.m.

**3.2** Tennis/pickleball open play time limit for singles is one (1) hour, doubles is 1 ½ hours. Time limits are applicable when other Residents are waiting for a court. When there is no one waiting, time limits do not apply as long as the hours of court operation are not violated.

**3.3** Proper attire is required on all courts. Shirts, shoes (tennis shoes on tennis and pickleball courts, no open-toed shoes/sandals allowed on tennis/pickleball or shuffleboard courts) and shorts must be worn. No cut-off shorts allowed. Long pants are suitable as are skirts.

**3.4** Tennis and pickleball courts can be reserved up to 24 hours in advance. Check the signup board located at the courts. Be on time for your court. Starting time plus ten (10) minutes is allowed before losing a court.

**3.5** Lights must be turned off when courts are not in use.

### **SECTION 4. ACCESS CONTROL HEADQUARTERS STANDING ORDERS**

**4.1** Standing Orders and Procedures pertinent to the Cinnamon Cove Access Headquarters Personnel are provided in Addendum B to these Rules and Regulations.

### **SECTION 5. MISCELLANEOUS**

**5.1** The speed limit throughout Cinnamon Cove is 15 miles per hour.

**5.2** A curfew for routine commercial activity in Cinnamon Cove is in effect between the hours of 6:00 p.m. and 7:00 a.m. daily. Commercial vehicles are not allowed to park anywhere in Cinnamon Cove overnight. No vehicle is allowed to park on the grass or to be driven on the grass.

**5.3** Lee County Ordinance (#14-22) states that any pet outside of the individual Unit must be on a maximum 8 (eight) foot hand held leash. Pets may not be left unaccompanied or tethered on the exterior of a Unit, or any other building. Defecation of pets on any surface shall be immediately picked up and removed by the person responsible for the pet. Anyone bitten or encountering a Threatening, Menacing or Dangerous animal should contact Lee County Animal Services at 239-533-7387.

**5.4** Residents are reminded they are responsible for the actions of their children or children in their care. This includes liability for damage caused by their children.

**5.5** Residents are reminded that alligators and other wildlife reside in and around the lakes. These animals, native to Florida, can be aggressive and pose a serious danger to humans and their pets.

**5.6** Swimming or boating in any of the three lakes in Cinnamon Cove is not allowed, except for use of boats by Association contractors servicing lakes or equipment in them.

**5.7** Fishing from the shore is allowed in all Cinnamon Cove lakes, except the shores adjoining the property of Single Family I along the south shore of the Middle Lake and the shore of the South Lake, provided that all state and local sport licensing requirements have been met where applicable.

**5.7.1** All fishing in Cinnamon Cove is conducted under a catch and release system. No fish are allowed to be kept for personal consumption or otherwise.

**5.8** No feeding, trapping, or harassment of alligators and/or any other wildlife on Association property is permitted except as may be necessary and specifically authorized by state or local authorities. Feeding causes aggressive behavior. Some of the ducks carry contagious diseases.

**5.9** Other than signs posted by the Master Association, no signs of any description or nature shall be displayed, on Association property except that "Open House" sign may be permitted on Saturday and/or Sunday as specifically follows:

**5.9.1** signs may be displayed between the hours of 1:00 p.m. and 5:00 p.m.

**5.9.2** a single sign may be placed in the vicinity of the intersection of San Carlos Boulevard and Cinnamon Cove Boulevard.

**5.9.3** a single sign may be displayed in the vicinity of the Unit listed for sale.

**ADDENDUM A TO THE RULES AND REGULATIONS  
CINNAMON COVE MASTER ASSOCIATION POLICY FOR EXCLUSIVE USE OF  
COMMON PROPERTY, FACILITIES AND/OR EQUIPMENT**

**I. AVAILABILITY CRITERIA**

1. Cinnamon Cove Association property, facilities, and equipment placed under the authority of the Cinnamon Cove Master Association are intended primarily for the recreational use by the bona fide Residents of Cinnamon Cove on a non-exclusive basis (bona fide Resident means an Occupant who is either an Owner or a registered Tenant i.e. their name is either on a current lease/rental agreement or a recorded deed.) Use of these properties, facilities, and equipment on an exclusive basis or for community or other public use may be approved only as stated herein or as specifically authorized in writing by the Master Board of Directors on a case by case basis.

2. Application for exclusive use shall be classified into the following categories to determine priority of use and rate of charges, if any, for such use:

a. CATEGORY I - Recreational/Community activities directly sponsored and authorized by the Master Association. A time limitation for exclusive use of the facilities is set at 4 hours per function.

b. CATEGORY II - Any Resident sponsored group using the facilities for meetings etc. to be defined under this category the group must consist of at least 51% Cinnamon Cove Residents. The group must be approved by the Master Association.

c. CATEGORY III - Any Resident sponsored private group, private organization or private meeting using the facilities for parties, dinners, receptions and special events. Wedding receptions may be scheduled for marriages of bona-fide Residents of Cinnamon Cove or their parents, children or grandchildren.

d. CATEGORY IV - Each Cinnamon Cove Neighborhood Association is given the exclusive use of the clubhouse facilities at no charge for two social functions per year, one indoor activity and one outdoor/pavilion activity. For those Neighborhood Associations having more than 60 Units, one additional outdoor and one additional indoor activity may be scheduled at no charge

**II. RESPONSIBILITY**

1. The collection of specified fees is the responsibility of the Recreation Director or his/her designee.

2. The Recreation Director will present to the Master Association Board, for their approval, any application for use of Association property, facilities, or equipment by any individuals or group of individuals not comprised of at least 51% bona fide Residents of Cinnamon Cove. Recreational equipment belonging to the Master Association is not available for use outside, or away from Association Property.



3. Any group, organization, or person permitted use of common property, facilities or equipment is responsible for returning such property, facilities or equipment in the same condition as when rented or loaned to them. In addition to the fee charged for use, the Board of Directors may require a damage deposit for use of Association Property.

### **III. PERMIT**

1. A Resident seeking to secure approval for use of Association Property, facilities or equipment shall apply in writing utilizing the Application/Permit Form. The request will be signed by a bona fide Cinnamon Cove Resident (i.e. Owner or Tenant) and adequate evidence of this may be requested to support the application. A copy of the Application/Permit Form indicating approval of the request will be provided to the applicant and should be available for presentation at the function if requested.

2. Payment of applicable fees, where required must be made at least 72 hours prior to the scheduled use. Payment will be made to the Recreation Director. Checks will be made payable to Cinnamon Cove Master Association.

3. A \$100.00 refundable deposit is required on parties, dinners, receptions and special events.

4. Cancellation of a permit may be initiated by either the applicant or the Master Association 72 hours prior to the scheduled use without liability.

### **IV. LIABILITY**

1. No high-risk activities will be allowed to be conducted on Association Property or in its facilities.

2. The liability for any personal injury and/or property damage resulting from improper or unauthorized use of property, facilities or equipment by any individual or group of individuals, is the responsibility of the applicant to whom the permit is issued.

3. The applicant to whom the permit is issued is responsible for the conduct of the individual or group of individuals utilizing the property, facilities or equipment and for compliance of these persons with these Rules and Regulations.

**APPLICATION/PERMIT  
FOR CATEGORY II USE OF CINNAMON COVE MASTER ASSOCIATION  
COMMON PROPERTY, FACILITIES OR EQUIPMENT**

Date: \_\_\_\_\_

To: Cinnamon Cove Master Association, Inc.

Via: Recreation Director

**Subj: Reservation for Temporary Exclusive Use of Association Property, Facilities and/or Equipment**

The undersigned, being a bona fide Resident (i.e. Unit Owner or Tenant Occupant) of Cinnamon Cove request the exclusive use of the \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

The purpose of this exclusive use is as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The names of attendees who are bona fide Residents of Cinnamon Cove are: (Please use back if necessary.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The total number of attendees will be: \_\_\_\_\_

I have received a copy of and read and understand the appropriate Rules and Regulations of the Cinnamon Cove Master Association. I understand and accept that I am personally responsible for the compliance of attendees with the applicable Rules and Regulations of the Master Association and liable for any damage to property, facilities and/or equipment resulting from this requested use. Further, I, my Guests and members of my family agree to hold harmless and free from all blame the Cinnamon Cove Master Association, Inc. and its officers and members for any accident, injury, or illness which might be sustained from participating in activities on the Master Association's property or traveling to or from the activities.

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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FIRST ENDORSEMENT: From: Recreation Director (Recommended/Not Recommended for following reasons) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

SECOND ENDORSEMENT: From: The Master Association (Approved/Disapproved for the following reasons) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**APPLICATION/PERMIT  
FOR CATEGORY III USE OF CINNAMON COVE MASTER ASSOCIATION  
COMMON PROPERTY, FACILITIES OR EQUIPMENT**

Date: \_\_\_\_\_

To: Cinnamon Cove Master Association, Inc.

Via: Recreation Director

**Subj: Reservation for Temporary Exclusive Use of Association Property, Facilities and/or Equipment**

The undersigned, being a bona fide Resident (i.e. Unit Owner or Tenant Occupant) of Cinnamon Cove request the exclusive use of the \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

The purpose of this exclusive use is as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The names of attendees who are bona fide Residents of Cinnamon Cove are: (Please use back if necessary.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The total number of attendees will be: \_\_\_\_\_

I have received a copy of and read and understand the appropriate Rules and Regulations of the Cinnamon Cove Master Association. Enclosed is a damage/cleaning deposit in the amount of \$\_\_\_\_\_ which is refundable at the discretion of the Recreation Director if the premises are left in order. I understand and accept that I am personally responsible for the compliance of attendees with the applicable Rules and Regulations of the Master Association and liable for any damage to common property, facilities and/or equipment resulting from this requested use.

Further, I, my Guests and members of my family agree to hold harmless and free from all blame and liability the Cinnamon Cove Master Association, Inc. and it's officers and members for any

accident, injury, or illness which might be sustained from participating in activities on the Master Association's property or traveling to or from the activities.

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

PLEASE MAKE ALL CHECKS OUT TO: CINNAMON COVE MASTER ASSOCIATION

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FIRST ENDORSEMENT: From: Recreation Director (Recommended/Not Recommended for following reasons) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Classified Category \_\_\_\_\_

Anticipated Fee \_\_\_\_\_

Final Fee \_\_\_\_\_

Deposit Check \_\_\_\_\_

SECOND ENDORSEMENT: From: The Master Association (Approved/Disapproved for the following reasons) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**SCHEDULE OF FEES AND CHARGES**

**CATEGORY I** No charge except as may be deemed appropriate by the Master Association in specific instances.

**CATEGORY II** No charge except as may be deemed appropriate by the Master Association in specific instances.

**CATEGORY III** Hourly fees as follows:

Group size	Side Room	Great Room	Combo	Pavilion
Under 20	\$10	\$20	\$30	\$5
20 to 50	\$15	\$30	\$45	\$10
Over 50*	\$20	\$50	\$50	N/A

**CATEGORY IV** No charge.

**TIME LIMITS:** There is a 4 hour time limit on the exclusive use of Association Property, facilities and equipment.

\* In no case is the numbers of attendees to exceed the maximum room loading capacity of the facility.

**ADDENDUM B TO THE RULES AND REGULATIONS  
CINNAMON COVE MASTER ASSOCIATION  
ACCESS CONTROL HEADQUARTERS  
STANDING POST ORDERS**

**I. GENERAL PRECEPTS**

1. Purpose. The Cinnamon Cove Access Control Force is established and maintained by the Master Association for the purpose of enhancing the Community by:

- a. Controlling access to the Community to limit such access to authorized persons.
- b. Providing assistance to the Master Association and its Neighborhood Associations in maintaining the accepted community standards and enforcing legitimate Community regulations.
- c. To be cognizant of conditions and/or activities within the Community.

2. Authority. The Cinnamon Cove Access Control Force is established by the Master Association to take appropriate action to limit and/or correct circumstances which could result violation of the Governing Documents. This includes the authority, when considered necessary by the professional officer at the scene, to order the closing or discontinued use of such Association Property, facilities, or equipment without reference to the Board of Directors of the Master Association, the Officers of the Master Association or the Management of the Master Association.

3. Limitations on Access Control Personnel. The Cinnamon Cove Access Control Force personnel are not deputized, nor do they have any special training or police powers. They do not and are not authorized to carry weapons of any kind. They are not required or authorized to use physical force of any kind, not available to a private citizen, e.g. in self-defense. Access Control personnel are not required to screen Guests for individual Residents. This must be done by the individual or use of the computer/telephone notification system. The Access Control personnel are specifically precluded from participating in the following activities:

- a. Providing routine service to individuals of a personal nature such as messenger service, running errands, providing personal transportation or similar services.
- b. Providing service to any Neighborhood Association on an individual basis to the exclusion of any other except as specifically authorized in writing by the Board of Directors of the Master Association.
- c. Repair work within the Association property, facilities, or to or within Units or any Neighborhood Association or the Cinnamon Cove Master Association.
- d. Providing assistance to anyone in gaining access to any locked Unit or mailbox in Cinnamon Cove. Residents who lock themselves out or who do not have working keys to their Units or mailboxes must seek assistance from the realtor, post office or a locksmith.

4. Implementation of Standard Operating Instructions. This Addendum implements the current edition of the security contractor's Access Control Standard Post Orders Manual for use in

Cinnamon Cove except as may be modified herein or for compliance with current or future local, state or federal law or regulations.

## **II. STANDING POST ORDERS**

1. **Access Control Headquarters.** Access Control personnel on duty will be located at the Access Control Headquarters (Cinnamon Cove Boulevard Welcome Center). The post is supervised 24 hours per day, 7 days per week.
  - a. The space will be maintained as clean and in good working order at all times.
  - b. No personal long-distance calls will be made from the Welcome Center.
  - c. Watches will be stood in shifts, scheduled at the following times:
    - 7 a.m. to 3 p.m. (day shift)
    - 3 p.m. to 11 p.m. (evening shift)
    - 11 p.m. to 7 a.m. (night shift)
2. **Uniform.** All personnel will ensure that they are in proper uniform prescribed by the contractor.
3. **Solicitors.** No solicitors will be allowed to enter without authorization from Management (Management Company, Recreation Director or Executive Committee of the Board of Directors).
4. **Gate Control.**
  - a. Main gate access will be limited to bona fide (Occupants who are either titled Unit Owners or rental agreement holders) Residents of Cinnamon Cove, their invited Guests, and other authorized entrants conducting legitimate prearranged or official/emergency business within the facility.
  - b. Secondary Gate (Kelly Cove Boulevard) access is limited to authorized holders of Cinnamon Cove entrance transponders.
  - c. All persons on foot must gain entrance through the pedestrian gate.
  - d. Persons on bikes, three-wheel bikes, wheelchairs or motorized/electric scooters may gain access through the Visitor's Gate with proper identification and be issued a paper pass that will be good for an extended period.
5. **Commercial Curfew**
  - a. A commercial curfew is in effect between the hours of 6 p.m. and 7 a.m. Monday through Saturday. Commercial trade vehicles will not be allowed access during these hours unless through prearrangement with Management. A Commercial Curfew is in effect all day on Sunday.
  - b. If an owner has an emergency such as plumbing, electrical, access will be granted to the responding vendor. Owner must notify Access Control personnel on duty.
  - c. During summer, Access Control personnel may make a determination to allow access to vendors in order for them to begin work earlier.
  - d. This does not apply to emergency vehicles which have unlimited access when responding to an emergency.
6. **Access Identification.** The following means of identification are sufficient to permit visitor gate access to Cinnamon Cove:



- a. Persons are on file with the Welcome Center cleared by the Access Control personnel.
- b. Proper utilization of The Dwelling Live web page, e-mail the Welcome Center or personal phone call.
- c. Civil emergency vehicles in performance of their duties, i.e. fire trucks, police cars, ambulances, etc.
- d. Persons or groups of persons permitted by notification from the Recreation Director, Management, the Executive Committee of the Board of Directors or organized tennis team captain.
- e. Any person requesting entrance to inquire as to purchasing/renting a Unit must be accompanied by an agent/owner of the Unit.
- f. Any person requesting access without proper means of entrance will be denied. The person should make arrangements for access in accordance with proper procedures.

7. Logs/Reports. A proper log of shift/daily events shall be maintained and accessible to Management upon request.

8. The Access Control personnel will conduct patrols at:

- a. 6 a.m. to open clubhouse
- b. 10 p.m. to secure clubhouse
- c. Two patrols after midnight to ensure secure property and to check lights and gates.

9. Golf Cart.

- a. The cart is available for patrol purposes only.
- b. The cart should be connected to power when needed to ensure enough charge for patrols.
- c. When not in use, curtains should always be down and secure to ensure no moisture inside cart.

10. Computer.

- a. Maintain laptop in good order.
- b. Ensure programs are functioning properly.
- c. Not for personal use.

11. Cell Phone

- a. Only to be used in conjunction with established orders.

12. Specific and Detailed Post and Shift Orders. Specific and detailed shift orders of a temporary or transient nature will be promulgated as necessary by Management and/or the Access Control Supervisor.

13. Pass Length

- a. Permanent Pass, someone who comes to a residence every day and be renewed every January 1.
- b. Long Term, 6 months or more...the pass should have the beginning and ending dates displayed.
- c. Short Term, daily, weekly or even monthly...pass should have beginning and ending dates displayed.

#### 14. Renter Entry Procedure

- a. Upon request for entry the renter will present to the Access Control personnel
  1. Proper Identification
  2. Rental Agreement signed by all parties with valid begin and end dates, address and owner's name and contact information.
  3. A temporary pass is issued and used until such time the renter can obtain a transponder.

#### 15. Visitors

- a. Requesting access...follow procedure.
- b. Person responsible for visitor should and must notify Access Control personnel of this. If not...follow procedure...try to contact person inside Cinnamon Cove

#### 16. Pedestrians

- a. Follow procedure...no ID and/or unable to identify location of visit, no entry
- b. Many walkers do not carry ID, but can vouch of their residence
- c. Most walkers carry a pass-gate key, thus authorized to enter

#### 17. Frequent Vendors

- a. Each Association must provide a list of its frequent vendors (some, if not many of those, will overlap)
- b. Landscapers should have a pass in each vehicle with a beginning and ending date (this could be a long term or short term...to be determined by the Access Control personnel)
- c. It's important to know who is on the property at all times...so a pass should be issued to each vehicle
- d. Individual owners may have a frequent vendor...someone working on a Unit or a health care worker (again...long term or short term with dates displayed)

#### 18. Newspaper services

- a. There is the daily newspaper delivery person (most often this person is on a long term pass, but occasionally a sub is used)...it's up to the Access Control personnel to make that judgment call
- b. Specific delivery services...weekly, monthly, Access Control personnel will have to judge this one

#### 19. Other issues, circumstances

- a. Real Estate Open Houses...if a sign is posted or a realtor contacts Access Control personnel, the access is granted to visitor with proper ID
- b. Emergency Weather Situations...Management will contact Access Control personnel with list of contractors
- c. Stuck Gates...contact Management Company...maintain vigilant watch on gate and detain any visitor from entering until proper ID is given
- d. Garage Sales and Election Days...visitor gate remains open during those hours.
  - a. Garage Sales...only open visitor gate not rear gate.
  - b. Election Day both visitor gate and rear gate are open because Kelly Greens residents vote at Cinnamon Cove Clubhouse

- e. There is no current policy for parking violations
  - f. A community contact sheet should be available to the Access Control personnel
- ACTIVE: 10399821\_3