

# Rules and Regulations

November, 2024

The following are rules and regulations (“**Rules**”) are hereby adopted by the Board of Directors of Great Cypress Village Homeowners Association, Inc. (“**Association**”) pursuant to its authority as set forth in the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Great Cypress Village, as amended from time to time (“**Declaration**”). The Rules apply to all Great Cypress Village property Owners, residents and guests (“**GCV Occupants**”). The Rules are adopted by the Board of Directors to help clarify the terms of the Declaration and other policies.

## **Pets (See Declaration Article V, Sect. 5.15 – Animals)**

1. Pets, as used herein, shall mean and include: domestic dogs and cats; commonly caged birds; other species usually caged as inside pets. No other outside animals (i.e. chickens, roosters, ferrets, potbellied pigs, etc.) are allowed in the community. No more than two (2) dogs or cats, or combination thereof may be kept on or within the property. **Upon request from the Board, owner shall provide documentation of homeowner’s insurance coverage for their dogs or documentation from their insurer that coverage is not available.** If coverage is not available, owner shall provide documentation stating the reasons coverage is not available.
2. All dogs at all times outside the residence must be on a leash and under control of the handler.
3. All Owners, residents and guests must notify the Board of Directors of the presence of a pet in the community and supply all required immunization records. (Current residents have 30 days from the date of acceptance of these rules. Those residents away from the community have 30 days from the time of return. New residents after approval by the Board have 30 days after occupancy.) This requirement is to be done on a yearly basis around the time of the annual meeting. Visitors, invitees, guests and new residents, that are going to reside longer than 30 days in the community, must notify the Board of Directors prior to bringing a dog or cat into the community.
4. In the event any pet shall become an annoyance or nuisance to the Owner’s neighbors or other persons in the Community, as determined by the Board in its sole discretion, the Owner shall remove the pet from the community.
5. In addition to the Declaration and these Rules, the Owner and any tenants, occupants, and guests are required to comply with applicable laws regarding animals and pets including but not limited to Pasco County Code of Ordinances Chapter 14.
6. Each Homeowner, by virtue of taking title to a lot, shall indemnify the Association and hold it harmless from and against any loss or liability of any kind or character whatsoever arising from such Homeowner having any pet upon any portion of any property subject to this declaration.

## **Parking/Vehicles (See Declaration Article V, Sect. 5.9 – Vehicles and Parking)**

1. No parking on streets within the Community between 12 am and 6 am.
2. No parking to block sidewalk or upon the sidewalk or any grassed area with the exception of short-term parking for commercial contractors servicing members of the Community. Any damage done to the common area by contractor parking is the responsibility of the owner.
3. No vehicle may be parked on a street in a manner that impedes access to a driveway, mailbox, or fire hydrant or impedes the safe travel of other vehicles and pedestrians.

4. Parking in the clubhouse parking lot for more than 24 hours requires a permit from one of the Board of Directors to be displayed in the windshield. The Board may request that vehicles parked in the clubhouse lot be removed to another location during events at the clubhouse. Residents may use the far west row for parking after notifying the board.
5. Speed limits within the Community is **20 mph** on all roads.
6. All vehicles within the Community must have a current registration. Any vehicle parked in the street, clubhouse parking lot, or other common areas which does not have current registration will be towed at the owner's expense without notice.
7. Pedestrians, golf carts and bicycles have the right of way on all roadways and vehicles must yield to their passage.
8. Commercial vehicles are prohibited from parking overnight in any area of the Community except in the clubhouse parking lot with a Board issued permit clearly viewable. For purposes of these Rules, a commercial vehicle includes any vehicle used for a commercial purpose, including the purpose of hauling or transporting tools, materials or personnel while supporting a business or engaged in a business or commercial activity or any vehicle that has commercial signage, lettering, or advertising attached to it or displayed on it in any way. Vendors will utilize the Olivaud Street extension when it is necessary to leave vehicles overnight in the community.

**Noise (See Declaration Article V, Sect. 5.8 – Noxious and Offensive Activity and Behavior)**

1. No Owner, tenant, occupant or guest shall, between the hours of 10 pm and 7 am, engage in any activity that unreasonably disturbs or annoys other occupants within the Community. This includes, but not limited to, creating loud noises through playing electronic devices or musical instruments; or operating loud equipment, vehicles, or machinery.
2. No Owner may approach or discuss Association business with any Board or Committee member except with their express consent or at any open meeting of the Board, Committee or the membership in accordance with the agenda for the meeting and in a polite and respectful manner.
3. No loud arguments, swearing or slamming doors; harassing or otherwise disturbing other occupants or residents through personal or telephone contact.
4. Any pets which create excessive noise, act in an aggressive or threatening manner towards other persons or animals, or are not leashed and otherwise under the control of their owner shall be deemed a nuisance and shall not be permitted to remain in the community.

**Pool/Clubhouse**

1. No glass containers in the pool area.
2. No food is allowed IN the pool.
3. No smoking or vaping are permitted under the canopy or in or around the pool. Cigarette smoking and non-drug vaping are permitted in designated areas only. Use of illegal drugs is not permitted.
4. The shower is for showering prior to and after using the pool. No soap is allowed to be used while using the shower.
5. Obnoxious, rude or loud behavior is prohibited while in the pool and clubhouse. See Declaration, Section 5.8.
6. The Board may suspend the privilege to use the pool and/or clubhouse for any violation of these rules.
7. The clubhouse can be reserved by GCV Occupants to host guests or family gatherings

with the prior written approval of the Board of Directors with coordination of the Social Committee. GCV Occupants must submit a request and receive a written permit from the Board prior to reserve the clubhouse. The clubhouse must be left in the condition in which it was found prior to the reservation. The GCV Occupant reserving the clubhouse is solely responsible for and shall pay or reimburse the Association for any expense or costs incurred by the Association to clean, maintain, or repair the clubhouse or any part thereof following the reservation. Only the clubhouse may be reserved. The pool will remain available to the Association residents at all times in accordance with the published hours for the pool. A \$125 refundable security deposit is required to reserve the clubhouse. The Association shall deduct any costs to clean or repair the clubhouse or any property therein from the security deposit following the event and the balance of the security deposit will be returned to the reserving GCV Occupant within 15 business days after the event.

**Fences (See Declaration Article V, Sect. 5.25 – Fences)**

1. No individual fences of any kind are allowed within the boundaries of the community.
2. The fences enclosing any common areas shall be maintained and replaced by the Association.

**Sheds**

1. ONE unattached shed will be permitted with the prior written approval of the Association. Color must be the same as the dwelling color. Shed to have a maximum size limit of 10' x 12'.
2. The shed must be of frame construction and solidly built. No plastic, fiberglass or similar construction is allowed.
3. Non-conforming unapproved sheds that are existing may be maintained but any replacement must comply with current standards.

**Flags (See Declaration Article V, Sect. 5.24 – Flags)**

The following flags may be displayed on your property; American, Canadian, Military including Air Force, Army, Navy, Marine Corps, Space Force, Coast Guard, POW, MIA, and Veterans and all flags set forth in section 720.304(2)(a), Florida Statutes. Also, sports, decorative flags such as holiday, seasonal and garden types are permitted. National flags of other countries are also permitted. (All flags must be maintained with no rips, tears or frayed edges or faded areas.

**Signs (See Declaration Article V, Sect. 5.7 – Signs)**

In addition to "For Sale" signs as permitted in Section 5.7 of the Declaration the following signs are permitted in accordance with applicable law: small Security signs; Lawn Maintenance signs installed by a landscaper for a maximum of 7 days following the date of completion of the maintenance service; Contractor job site signs installed by the contractor during for up to 7 days following the date of completion of construction and other signs expressly permitted by Florida or other applicable laws.

### **Pond**

1. Fishing at the pond is limited to residents and their guests. Please get a wrist identification bracelet at the clubhouse.
2. Catch and release only.
3. No gasoline engines allowed.
4. Feeding of ducks and other birds at the pond is not allowed.

### **RV Area (See Declaration Article V, Sect. 5.9(E) – RV and Boat Storage Lot)**

Parking within the RV area is restricted to residents only and is managed by the RV Park Committee. The RV Park has a set of RV Park Regulations which must be observed in order to utilize the RV Park. RV lot spaces are limited; however, the RV Park Committee will work to make a spot available, if possible. All vehicles parked in the RV Park must be registered and plated. Annual copies of all registrations must be provided to the RV Park Committee. If any vehicle is unregistered or the Owner fails to provide a copy of the annual registration within 30 days of the request, the RV Park Committee has the right to tow the unregistered vehicle, at owner's expense.

### **Holiday Decorations**

Holiday decorations are permitted but must be removed within 30 days after the celebrated holiday.

### **Home Business Use (See Declaration Article V, Sect. 5.2 – Residential Use)**

Business use is not permitted except for purposes of a home office only. (A home office is a space designated in a person's residence for official purposes and is generally set up by people who work from home.) No home office or business use of any kind is permitted which would require or involve any use of the clubhouse, would produce street parking or clubhouse area parking, or would increase traffic within the community.

### **Family Residence (See Declaration Article V, Sect. 5.2 – Residential Use)**

Units and lots within Great Cypress Village may be used only as a single-family residence. Any family members or guests who are domiciled for more than 30 days will be considered permanent residents for all purposes, including occupancy limits. (Occupancy is limited to two (2) people per bedroom in accordance with applicable law.)

### **Age Restricted 55+ Community (See Declaration Article V, Sect. 5.3 – Age Restriction)**

Great Cypress Village operates under the Federal Housing for Older Persons Act of 1995 (as amended), also referred to as HOPA. As such it is intended to be reserved for occupancy by persons fifty-five (55) years and older. Great Cypress Village does not allow persons under the age 18 to reside in the community for more than 28 days in any calendar year.

### **Rental Properties (See Declaration Article V, Sect. 5.14 – Leasing Restriction)**

1. Leasing is not encouraged. Subleasing of units or individual rooms is prohibited.
2. Minimum rental term is 1 year. A shorter term may be approved upon application and approval by the Board of Directors in its sole discretion.
3. A Lease Application must be completed and submitted as per the instructions on the

- Lease Application form located on the Great Cypress Village Official Website.
4. Leasing Cap of 10 homes in the Community may be leased at any one time. Once the Leasing Cap has been reached, any Owner desiring to lease their property shall be placed on a waiting list.
  5. The mandatory Lease Addendum Agreement must be completed and submitted on a yearly basis for all new leases and renewals of existing leases.
  6. All Owners and tenants must comply with requirements of the Declaration, Article V, Sect. 5.14 – Leasing Restrictions, with respect to leasing, as well as all other provisions of the Declaration.
  7. Violation notices applicable to rental properties and/or tenants shall be sent to the Owner as well as the tenant. It is the Owner's responsibility to ensure that all tenants are aware of and comply with the Declaration, these Rules, and all restrictions, policies, and laws applicable to the Property.
  8. Owners must have current contact information on file with the Board of Directors at all times.
  9. If an Owner has designated a local agent or property manager, Owner shall provide such designation authority and/or current Power of Attorney or similar documents to the Board of Directors indicating the limits of responsibility of the agent or manager. The Owner is solely responsible for the actions of their Tenant, agent, property manager, guests, and invitees.

### **Property Transfer/Sale**

When property within Great Cypress Village Community is placed on the market for sale the Owner shall do the following:

- The prospective purchaser must complete the New Purchase Application form located on the Great Cypress Village Official Website, which must be sent together with an Estoppel Form to Cara Wing at: 3903 Northdale Blvd, Suite 250W, Tampa, FL 33624 or [Cwing@Wisepm.com](mailto:Cwing@Wisepm.com) or Fax: 813-968-5335.
- A one-time Capital Contribution in the amount of \$1,000 is due and payable at the time title is conveyed to the new Owner. The Capital Contribution will be deposited in the Association's Operating Account. Additional information can be obtained in the New Purchase Application and in the Declaration, Article IV, Sect. 4.14 – Capital Contribution.
- Supply a current copy of Great Cypress Village Association's Declaration and Rules and Regulations to the buyer.
- Transfer common area keys with the exception of the RV Park keys which must be returned to a Director or turned in at the clubhouse office door mail box.

### **Compliance Committee – Florida Statute 720.305; Declaration, Section 9.2**

The Compliance Committee serves as an independent entity (it is not composed of any Board Members), to approve or reject fines and/or suspensions imposed by the Board. If a fine and/or suspension is imposed by the Board, a Notice of Fine or Suspension and Hearing date and time shall be sent to the Owner stating the reason for the fine and/or suspension, the specific action required to cure such violation (if applicable), the amount of the fine and/or length of the suspension, and providing the Owner with 14 days from the date of the letter to attend a Hearing before the Compliance Committee. The role of the Compliance Committee is to uphold or reject the fine and/or suspension imposed by the Board. Within 7 days following the hearing, a Final Notice of Fine or Suspension shall be sent to the Owner which shall include the Committee's findings, the specific action to cure the violation, the amount of the fine, the due date for the fine (which may not be less than 30 days after the date of mailing

the notice), and the means by which the suspension may be fulfilled (if applicable). If the violation is cured prior to the hearing before the Compliance Committee, no fine shall be imposed.

### **Architectural Control (See Declaration Article V, Sect. 5.19 – Architectural Control)**

1. No structure, building, wall, fence, antenna, clothesline, landscaping, hardscaping or other Improvement shall be constructed or installed on any Lot, and no construction, installation, addition, alteration, repair, replacement, change or other work which in any way alters the exterior appearance of any Lot, or any Improvements located thereon, (collectively, any “**Alteration**”) shall be made or done without the prior written approval of the Architectural Committee. Any Pasco County permits required are the responsibility of the Owner.
2. Any Owner seeking to make any Alteration or Improvement to their Lot shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the Alteration or Improvement, including, but not limited to, the shape, height, materials, floor plans, color scheme and location. Architectural Committee Authorization Request Form are located in the Clubhouse or on the Great Cypress Village Official Website under Resident’s Area, Business Section – GCV Forms.
3. Please send your completed Architectural Committee Authorization Request Form and any supporting documentation to Cara Wing at: 3903 Northdale Blvd, Suite 250W, Tampa, FL 33624 or [Cwing@Wisepm.com](mailto:Cwing@Wisepm.com) or Fax: 813-968-5335 or submit to the Clubhouse office door drop box
4. **DO NOT** commence your alternation until you have received approval from the Architectural Committee.

### **Complaints**

1. Complaints regarding architectural issues are handled by the Architectural Committee and the Board of Directors. Complaints regarding violations of architectural rules and guidelines shall be sent to the Architectural Committee to investigate the complaint and submit a report and recommendation to the Board of Directors. The Board then decides whether to impose a fine and/or suspension against the Owner in violation or pursue other enforcement action as permitted in the Declaration.
2. Complaint forms are located in the Clubhouse or on the Great Cypress Village Official Website under Resident’s Area, Business Section – GCV Forms. Please send your completed architectural Complaint form and any supporting documentation to Cara Wing at: 3903 Northdale Blvd, Suite 250W, Tampa, FL 33624 or [Cwing@Wisepm.com](mailto:Cwing@Wisepm.com) or Fax: 813-968-5335 or submit to the Clubhouse office door drop box. Please ensure that all necessary information is completed, or the Complaint form will be returned to you to have the form properly completed.

### **Violations**

1. When a violation is noted, a Notice of Violation will be sent to the Owner indicating what the violation is and requiring the Owner to correct the violation within 30 days or such other period of time as determined by the Board in its sole discretion.
2. Where the property in violation is occupied by a renter or tenant, the violation notice shall be sent to the Owner. A copy of the violation will also be sent to the tenant. Regardless, the Owner is responsible for ensuring that the violation is corrected and that the tenants comply with the applicable governing documents and restrictions.
3. If compliance is not achieved within the time specified in the first Notice of Violation, a Final Notice of Violation shall be sent via certified mail and regular mail. The Final Notice



of Violation shall notify the Owner of the violation and require the Owner to correct the violation within 14 days of the date of the letter. The Final Notice of Violation shall notify the Owner that fines or suspensions may be imposed by the Board or other enforcement action taken if the violation is not corrected within the 14 days required pursuant to the notice.

4. If the violation is not corrected as required pursuant to the Final Notice of Violation, the Board of Directors shall review the matter and determine whether to impose a fine or suspension.

### **Awnings**

1. Awnings must be made of aluminum and a clamshell design. Colors must match or be compatible with existing trim and house body color.
2. Clamshell awnings protect windows and interior furnishings from the sun's harmful ultra-violet rays. They are collapsible for storm protection but they are not hurricane rated.
3. They must remain open unless you are away from the home for an extended period then they can be closed. When returning home, you have 48 hours to open the awnings.
4. Clamshell awnings may be closed upon issuance of an official Pasco County storm watch and must be returned to the open position by the owner or his/her appointed representative within 72 hours after the storm danger has passed.

### **Hedges**

1. No fence, walls, gates, shrubs, or other plantings creating a boundary **between** homes/lots shall be constructed or placed on the premises within the confines of GCV.
2. No shrubs or other plantings creating a boundary between a municipal road and the property line shall be constructed or placed on the premises within the confines of GCV with the exception of those homes running parallel with Houston Avenue.
3. The homes parallel along Houston Avenue may plant Podocarpus bushes within 2 feet inside of the property line running parallel to Houston Avenue. No plantings shall hinder the sight of exiting the community. This Podocarpus barrier is the sole maintenance of the owner to water and trim to a height of 6' but no greater than 8' foot in a consistent manner with all bushes planted along Houston Avenue.

### **Hurricane Window Protection for Windows – Fabric and Shutters**

1. Florida Building Code-compliant hurricane fabric and clip or hurricane shutters are allowed at GCV.
2. Hurricane fabric and clips or hurricane shutters may be utilized after the issuance of a hurricane warning and must be removed within 72 hours after being permitted to safely return home or the hurricane advisory warning has been lifted.

### **Lattice – Carports and Enclosures for Trash Receptacles, Air Conditioners, and Water Softeners**

1. Carports - Vinyl or plastic white lattice for carport. Lattice can only be installed on one side of the carport – either full length or half way up. Requires an Architectural Request form. Carport and carport support extensions must have appropriate carport footings according to Pasco County which includes a permit, a minimum footer of 12" deep and 12" wide and 4" of slab concrete.

2. Enclosures - privacy vinyl or plastic panel which can match house color (**not trim**) or white lattice screen to hide Trash Receptacles (even if used for other purposes), Air Conditioners, and Water Softeners viewable from the street and secured so that they will not move during high winds. They cannot be larger than 42 "W x 48 "H.

### **Fireworks/Firearms (See Declaration Article V, Sect. 5.26 – Firearms)**

Firearms, Fireworks, and other explosive devices are not permitted to be used or discharged anywhere on the Property.

### **Painting Homes – Allowable Colors**

GCV approved paint colors for painting homes within Great Cypress Village can be obtained by contacting either Cara Wing at [cwing@wisepm.com](mailto:cwing@wisepm.com) or any Architectural Committee Member. The paint colors will be available via link to Sherwin Williams.

### **Pest Control**

No fly bags, fly strips or other hanging type pest control can be installed in or around a Lot which is visible from the front of the Lot or neighboring property.

### **RV PARK REGULATIONS**

1. Only Occupants of GCV will be able to store items such as RV's, Trailers, Boats & Kayak/Canoe's in the RV Park. If you rent your home, the renter has the right to store in the RV lot, not the homeowner.
2. Anyone requesting storage spot must fill out a RV request form. Only the RV Committee can assign a spot in the RV Park. RV Park spots are limited, if available upon request, an assigned numbered spot and a key/code to the gate will be provided to you.
3. All registerable vehicles & trailers must be road worthy, plated and registered (unless home state of registration does not allow for plated or registration). Proof of non-plated or non-registration will need to be submitted to the RV Committee. Owner must provide copies of registration annually to at an RV Committee member. Kayak/Canoes have special permission from the board.
4. If an Owner does not adhere to the RV Park Regulations or hasn't responded to letters sent to the Owner by the RV Committee, the RV Committee has the right after 30 days to tow the vehicle/trailer from the RV Park.
5. It is the member's responsibility to make sure their address and phone is updated at all times with the RV Committee.
6. It is the responsibility of the individuals to keep assigned area mowed & free of debris. Including any structures on the site you are assigned to. If at any time you are not taking responsible actions for your assigned area in the RV lot the board has the right to revoke that individual's use.
7. Once you are assigned a spot in the RV lot you cannot switch with another member until you have the approval from the RV Committee.
8. If you are no longer using the spot you were assigned to, please contact someone from



the RV Committee within 24 hours.

9. You are responsible for any damage to other items or fence in the RV lot area of Great Cypress Village.
10. Please report any damage immediately to the Great Cypress Village Board or to a person on the RV committee.
11. The RV Gates MUST always be locked upon leaving the RV lot area.
12. RV Committee is in charge of the RV area and is responsible for keeping all records of the RV area stored at the club house.
13. Great Cypress Village WILL NOT be responsible for any personal items stored in the RV lot area at any time.
14. This property is owned by Great Cypress Village Homeowners Association and has the right to use the property as it deems necessary at any time.

**Adopted by unanimous vote at a Board of Directors meeting on November 13, 2024**