

**RULES AND REGULATIONS**  
**OF**  
**CYPRESS PINES**  
**(INCLUDES KINGS GREENS CONDO ASSOCIATION)**

Revised November 19, 2013  
(Revision May2017 Removed Paragraphs 20. and 21.)

RULES AND REGULATIONS  
OF  
CYPRESS PROPERTY OWNERS ASSOCIATION, INC

In addition to the rules, regulations, and occupancy and use restrictions set forth in the Declaration of Restrictions and Covenants, the following rules and regulations shall govern the use of the Dwelling Units, Lots, and Common Areas and Common Properties, and also the conduct of all residents thereof. Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Owners will be held responsible for any and all violations. The Board of Directors may make amendments to the rules and regulations, may promulgate new rules and regulations, and may delete existing rules and regulations. Said rules and regulations are as follows:

1. Residential Use. Each Parcel may be used for single-family residential purposes only. A single family is defined as one or two adults and children, if any, related to one or both of the adults. Under no circumstances, however, occupancy of any Parcel is limited to 2 persons per bedroom. For the purposes of determining the number of bedrooms a parcel has the Lee County Property Appraisers records shall control. Under no circumstances may more than one family reside in a Dwelling Unit at one time. Only entire Parcels may be rented or leased. A lease is any use of a Parcel by a person other than the Owner for consideration. All leases shall be limited to two permanent occupants per bedroom. A permanent occupancy shall include any person who resides in a Parcel for any period exceeding thirty days during any calendar year. To avoid Chapter 509 Florida Statutes ("the Hotel/Motel Law") no Owner or Agent may lease less than the entire Parcel or lease or rent their Parcel for a term or period of less than thirty days. No lease shall exceed six months and 2 days.

2. Signs. Signs, window displays, or other advertising or postings, are not permitted on any part of the Common Areas or in any Dwelling Unit or on any Parcel such that they are visible from the Common Areas, including signs in or on vehicles parked on a Lot. The Association shall adopt a standard sign type and permit the posting of one "Real Estate for Sale" sign on the lot. Security signs are permissible, as provided in Chapter 720 Florida Statutes ("the Act").

3. Nuisance. Neither Owners nor Occupants shall permit any nuisance to exist upon or within the Dwelling Unit or Parcel or any conduct that creates an annoyance or disturbance to be detrimental or bothersome to any other Parcels, Occupants, or Owners, or interferes with the peaceful possession and proper use of the Community by its Residents. All parties shall lower the volume of the musical instruments and electronic sound amplification devices at 10:00 p.m. each day.

4. Common Areas. Common Areas\_(Common Properties) shall only be used for their intended purposes. No Resident shall make any use of any Common Area in such a manner as to abridge the equal rights of the other residents to their use and enjoyment. Unless approved by the Board of Directors, no Resident shall remove, prune, cut, damage, or alter any trees or other landscaping, or alter other equipment or structures located in the Common Areas.

5. Speed Limits. All residents and their guests shall observe all posted speed limit signs within the subdivision.

6. Storage and Display of Personal Property and Other Materials . No barbecue grills or other outdoor equipment, patio or other furniture, bicycles, toys, or other personal property may be kept or stored outside of an Architectural Review Committee ("ARC") approved enclosure.

7. Garbage Disposal. Garbage and trash containers and recycle bins must be stored inside the garage. Garbage and trash containers and recycle bins may be placed at the end of the driveway for collection no more than twelve (12) hours before pickup and must be retrieved within (12) hours by waste management authorities. Oil tanks or bottle gas tanks must be placed so they shall not be visible from the streets or from other Parcels.

8. Parking. No parking on streets or on Lots (other than on driveways) is permitted except with prior permission of the Association for special events. No trucks (except pickup trucks of % ton or less weight rated capacity which are not used for commercial purposes), commercial vehicles, boats, boat trailers, personal water crafts, personal water craft trailers, recreation vehicles, motor homes, motorcycles, or any other transportable personal property, except passenger automobiles, shall be permitted on the driveways and must be kept in garage at all times, except when entering or leaving the Community. Automobiles and other vehicles must be operational and licensed. No vehicle repairs (except minor emergencies) shall be made in any portion of the Community. No dwelling unit may have more than three (3) vehicles, as described in this section, located on or at the dwelling unit, except for temporary visitor and guest vehicles. Temporary visitor or guest vehicles that cause the number of vehicles to exceed three (3) may only remain at the dwelling unit for no more than 7 days. If the condominium documents restrict the number of vehicles allowed for each dwelling unit, said condominium documents shall take precedence over this restriction. Any dwelling units that violate this provision are subject to the association having vehicles towed at the expense of the owner of the vehicle.

9. Recreational vehicles. Travel trailers, motor homes, and other recreational vehicles may be placed upon a Parcel for loading or unloading but shall not remain on said Parcel longer than 24 hours during any one month period, except if kept in the garage.

10. Garage Areas. Garage doors or ARC approved screens shall be kept closed except to permit ingress and egress of vehicles, or when the owner is physically present in the garage. No garage shall be enclosed or converted into a living or habitable area. Garage doors shall be required to remain in place at all times, and no construction or conversion shall change the interior or exterior of any garage to interfere with the use of it as a storage place for automobiles.

11. Alterations. No Owner of Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the ARC. No Owner shall install or maintain aluminum foil or other reflective material on any window or glass door except as approved by the ARC for energy conservation purposes. No owner or Occupant may cause or allow any obstruction of a road or other common way of ingress or egress within the Common Areas, no shall anything be allowed to remain in Common Areas or on the Parcels which would be unsightly or hazardous.

12. Architectural Review Committee (ARC). No structural additions, alterations, or improvements visible from the exterior may be made to any Dwelling Unit or Lot without the approval of the ARC. Any and all improvements, to buildings and lots shall have been first submitted in writing for approval and approved in writing by the ARC.

13. Hazardous and Flammable Materials. No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use.

14. Absence from Dwelling Unit. Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Parcel, including, but not limited to, the Dwelling Unit and other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his Dwelling Unit and Lot. In this regard, each Owner shall be responsible for the maintenance, repair, and repainting and shall keep same in a neat and orderly fashion.

15. Transfer of Ownership. No Parcel Owner may dispose of a Parcel or of any ownership interest in a Parcel by sale or gift (including agreement for deed) without prior written approval of the transfer by the Board of Directors. Any person who acquires title shall have no right to occupy or use the Parcel before his occupancy has been approved by the Board of Directors.

16. Pet Restrictions. Pet owners shall not allow any pet to use the common Areas except when on a hand held leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the Common Areas. Pet owners shall not allow any pet to enter upon any other Parcel, leave any droppings, or otherwise disturb the Common Areas. Pet owners must have with them when they are walking their pet when not on their own Parcel, a means to remove droppings and dispose of them in a sanitary manner, and must in fact do so. Potentially dangerous animals such as, but not limited to, dog breeds of

Doberman, Staffordshire Terrier, Chow, Presa Canarios, Akita, Wolf Hybrid, Huskie, Rottweiler, and Pit Bull are prohibited. Non-conventional pets are prohibited as determined by the Board of Directors. A maximum of (two) domestic dogs, or (two) domestic cats, or (one ) domestic cat and (one) domestic dog are allowed. Residents (pet owners) will compensate any person hurt or bitten by their pet whether while in their immediate care or the care of a designee, and will hold the association harmless from any claim resulting from any action of their pet whatsoever. Parcel owners are responsible for the failure of a lessee, tenant, renter or other occupant who fail to comply with the pet restriction.

17. Home Business. No Business or commercial activity of any kind shall be conducted on or from any Parcel nor in or from any residence. Nor may the address or location of the residence or Association's name be publicly advertised as the location of any business or commercial activity, including but not limited to garage and/or yard sales.

18. Bulletin Board. The community bulletin board in the mail house may be used by homeowners. Appropriate uses include: items for sale, help needed, or special events. Notes must show the issue date and must be removed after 30 days. No business ads are allowed.

19: Improper and Unlawful Use. No improper, offensive, hazardous, or unlawful use shall be made of any Parcel or Dwelling Unit.