



CFN 20070170327
 OR BK 21601 PG-1357
 RECORDED 04/09/2007 12:24:52
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1357 - 1367; (11pgs)

PREPARED BY AND RETURN TO:
 WILL CALL BOX #45
 HILLEY & WYANT-CORTEZ, P.A.
 860 US Highway One, Suite 108
 North Palm Beach, FL 33408
 (561) 627-0009

RESOLUTION
 RULES AND REGULATIONS OF THE
 CYPRESS ESTATES OF PALM SPRINGS HOMEOWNERS' ASSOCIATION, INC.

THE UNDERSIGNED, being the duly elected and acting President of Cypress Estates of Palm Springs Homeowners' Association, Inc., a Florida Corporation not for profit, does hereby certify that the following resolution was duly adopted by the Board of Directors on the 28 day of Feb., 2007, at a meeting of the Board of Directors for the purposes of adopting the Rules and Regulations of the Cypress Estates of Palm Springs Homeowners' Association, Inc. when a quorum was present, after due notice.

The following resolution was approved by a unanimous vote of the Board of Directors:

Adopted in the form attached hereto as Exhibit "1" and made a part hereof.

WHEREAS, Cypress Estates of Palm Springs Homeowners' Association, Inc., is a community, comprised of the real property described as follows:

TRACT "A", LESS THE WESTERLY 350 FEET THEREOF, ANNA-JOHNS ESTATES, AS
 RECORDED IN PLAT BOOK 23, PAGE 219, PUBLIC RECORDS OF PALM BEACH COUNTY,
 FLORIDA.

FEB. 28, 2007
 Date
[Signature]
 Witness
[Signature]
 Witness

Cypress Estates of Palm Springs Homeowners'
 Association, Inc.

By: [Signature]
 Vice-President

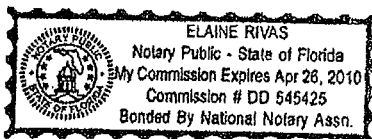
(Corporate Seal)

STATE OF FLORIDA)
) ss:
 COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared Mary Hamelin, Vice President of Cypress Estates of Palm Springs Homeowners' Association, Inc. who produced a driver's license as identification, and who has sworn and says that the foregoing is true.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of March, 2007.

[Signature]
 Notary Public
 My commission expires:



Prepared by and Return to:
HILLEY & WYANT-CORTEZ, P.A.
860 US Highway One, Suite 108
North Palm Beach, FL 33408
Will Call Box #45

RULES AND REGULATIONS OF CYPRESS ESTATES OF PALM SPRINGS HOMEOWNERS ASSOCIATION, INC.

The Board of Directors of Cypress Estates of Palm Springs Homeowners Association, Inc. ("Cypress Estates") have adopted the following Rules and Regulations, in accordance to the provisions of the Declaration of Covenants and Restrictions of Cypress Estates and its Amended Articles of Incorporation recorded in Official Record Book 9482, Page 62, Public Records of Palm Beach County, Florida, in order to provide for a congenial community for the benefit of the owners and residents of Cypress Estates as well as to provide for the protection of the values of the units. The use of the property shall be restricted to and be in accordance with the following provisions:

The following Rules and Regulations hereinafter enumerated as to the Association property and units contained therein shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all unit owners, residents and lessees. The unit 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. These rules and regulations will apply equally to owners, their families, guests, lessees and invitees. These rules and regulations do not purport to constitute all of the restrictions affecting the Association and common property. Reference should also be made to the Association governing documents. Said Rules and Regulations are as follows:

GENERAL RULES AND REGULATIONS

1. All unit owners, residents and lessees at Cypress Estates shall abide by each and every term and provision of the Declaration of Covenants and Restrictions, the Articles of Incorporation and the By Laws of the Association.

2. The sidewalks, entrances, passages and all of the common areas must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. The sidewalks, walkways, streets and parking areas shall not be obstructed or used for any other purpose other than for ingress and egress from the unit and other areas of Cypress Estates. No vehicle shall obstruct the sidewalks at any time nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar nature be stored outside a unit or on common areas. Wheeled toys (i.e. skateboards, roller blades, tricycles, big wheels, children's bicycles, scooters, and motorized scooters, etc.), extreme sports, sports and any activity requiring two or more people are prohibited from the common area, without prior written Board approval, including lawns, curbs, sidewalks, parking areas and streets. Any person, including children, shall not loiter in the streets or other public areas except those recreational areas defined as such and subject to additional rules and regulations for the recreational areas.

3. All personal property of all unit owners, tenants, guests and/or invitees shall be stored within their individual unit or a fenced or walled in yard, and not out in the open.

4. Refuse and bagged garbage shall be deposited only in the area provided therefore. All bulk items, including but not limited to construction trash and debris, that are not picked up by the sanitation service must be removed from the premises at the owner's expense. It is the unit user's responsibility to dispose of items that do not go into receptacles.

Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc. shall not be placed in trash receptacles, stored in storage bins, or disposed of in or around Cypress Estates. All such toxic or hazardous waste products must be properly disposed of according to city, county, state and federal law.

No inflammable, combustible or explosive fluids, chemical or substance shall be kept in any home or Association property, except such as are required for normal household use.

5. Any alterations, additions or improvements to units or landscaping, which change the outside appearance of any building must be approved in writing by the Board of Directors prior to such alteration, addition or improvement. Failure to obtain prior written approval may result in the denial of same, which if denied, would require the unit owner to restore the property back to its prior condition at their expense. This includes the installation of hurricane shutters.

6. Any owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other owners, and/or to the Recreation areas and common areas resulting from such failure. Approved hurricane shutters are allowed to be put up or installed forty-eight (48) hours prior to a named hurricane and shall be removed as soon as practicable but no more than 15 days after said hurricane has left the area.

Each unit owner who plans to be absent from his/her unit during the hurricane season must prepare his unit prior to his departure by:

- A. Removing all furniture and other objects from his/her patio; and
- B. Designating a responsible firm or individual to care for his/her unit should the unit suffer hurricane damage, and furnishing the Association with the name of such firm or individual in writing.

7. No unit owner may alter the common property of the Association.

8. Nothing will be done or kept in the unit or on Association property that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. The liability for, and expense of, any additional insurance costs to the Association shall be the sole responsibility of the owner whose act or actions caused any such increase. No owner will permit anything to be done or kept in the owner's home that would be in violation of any law or building code.

9. No guns, including, without limitation, BB guns and sling shots, shall be fired or discharged upon the units or common areas. Violations of this rules will be reported to the applicable law enforcement authorities for such action as they desire.

10. Each individual owner is recommended to obtain insurance for those items not covered by the Association.

11. No sign advertisement, posters, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on, or upon any surface or area visible from the exterior of the home without the written consent of the Board of Directors. Where window treatments, blinds, verticals, curtains or drapes are other than white, off-white or beige, they must be lined or under draped or blackout draped in white, off white or beige and such lining must face outwards towards the exterior visible portions of the unit.

Damages incurred to the exterior of a building as a result of the hanging or displaying of decorations will be the financial responsibility of the Homeowner.

Flags are permitted pursuant to Florida Statutes, but subject to consent and review by the Board of Directors. Flags must be mounted by an aluminum non-corrosive (non-rusting) pole.

12. Barbeque grills and similar devices shall be kept on patios only.

13. No swimming, boating, fishing, toys, or the release of fish, pets, etc. are permitted in any lake or canal on Cypress Estates.

14. No basketball hoops, basketball backstops, swing sets, recreational or exercise equipment or other game equipment shall be installed on or near any building, driveway or parking area.

15. The use of motor vehicles / trucks / boats / trailers / motor homes / buses and other such vehicles shall be regulated as follows:

- a. Each unit shall be assigned two (2) parking spaces. Residents and their tenants or guests must use only those parking spaces assigned to their particular townhouse. Parking in another assigned space without that unit owner's approval is strictly prohibited.
- b. Guest spaces are for guests only. Overnight parking is not to exceed thirty (30) days per calendar year for guests. VIOLATORS WILL BE TOWED AT THE OWNER'S EXPENSE.
- c. Only authorized vehicles are allowed within Cypress Estates and must abide by the posted speed limits.
- d. A commercial vehicle is any car, truck, van, panel truck, or any other vehicle used for the conduct of business or commercial purposes, except passenger cars used solely for

or annoy other owners, residents or occupants of another unit at Cypress Estates. All party(s) shall lower the volume as to the foregoing from 11:00 p.m. through 8:00 a.m. of each day to such a level so sound can not be heard from outside of the unit. No unit owner, resident, occupant or tenant shall conduct or permit to be conducted, vocal or instrumental instruction at any time. If such noise-producing items are used at or in the vicinity of the pool, they must be used only with earphones.

17. Payments of assessments shall be made at such location as the Board may designate.

SWIMMING POOL AREA

18. **THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.** The Association and its Board of Directors assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the Pool and/or the Pool Area. Persons using the pool or pool area agree not to hold the Association or the Board of Directors liable for actions of any nature occurring with the pool area.

19. Pool hours are from 9:00 A.M. to sundown daily. At no time shall use of the pool be permitted which is deemed disruptive to the peaceful enjoyment of those residents living adjacent to the pool area.

20. All persons under 18 years of age must be supervised by an adult 21 years of age or older.

21. Wheelchairs, strollers, child waist and arm flotation devices shall be permitted in the pool area. No rafts and/or similar flotation devices shall be permitted in the pool area.

22. There shall be a maximum of five guests per family using the pool facilities at one time.

23. Use of the pool is a privilege and right of every member; misuse may result in fines.

24. No nude swimming shall be allowed at any age. Anyone wearing diapers must wear protective, leak-proof pants. Proper swim attire must be worn in the pool. No jean type shorts shall be allowed in the pool.

25. No intoxicants or smoking shall be permitted in the pool area.

26. No roller skates, skateboards, roller blades, bicycles, scooters, or scuba equipment shall be permitted.

27. No dunking, rough play, profane language, diving, jumping, running or pushing shall be permitted in the pool or pool area.

28. No radios, tape, or CD players or portable televisions shall be permitted in the pool area without the use of headphones.

the transportation of people, and not for the transportation of any goods, supplies, tools of a trade or business products if these items are visibly exposed.

- e. Commercial vehicles and vehicles bearing a commercial sign or display shall not be permitted to park on Association property. Notwithstanding the foregoing, commercial vehicles providing necessary services to the residents of Cypress Estates but for only that period of time required to provide said necessary services. "Necessary services" as referred to in the preceding sentence are defined as any services provided by a government agency (including but not limited to the U.S. Postal Service, police, fire/rescue, etc.), non-profit agency, at the request of a resident, and other services, for a fee and which are requested by a resident of Cypress Estates for the benefit of that resident, his family, guests or the unit being serviced.

It is the intention of this rule to reduce, to a minimally necessary level, the commercial vehicle traffic in Cypress Estates, by allowing only such commercial vehicles of third party providers of necessary services to park for the minimally required time. This rule disallows parking and use of the roads of Cypress Estates by residents, their agents and employees, in furtherance of any commercial enterprise in which they may be employed or with which they may be otherwise associated.

Notwithstanding any restrictions on commercial vehicles to the contrary in this rule, passenger motor vehicles bearing the insignia of and actually used by the Florida Highway Patrol, Palm Beach County Sheriff's Department or any law enforcement agency, fire department or an emergency medical facility, fully authorized to operate in Palm Beach County, Florida, may park at Cypress Estates, subject to the same terms and conditions governing the parking of private passenger motor vehicles.

- f. Motor homes, buses, and trucks over 3/4 tons are permitted on Cypress Estates premises from dawn to dusk for recognized use including, but not limited to, loading, unloading, maintenance and cleaning."
- g. Parking is permitted on paved areas which are designated for that purpose, or posted parking areas only. Vehicles using appropriate parking areas shall park, front end forward (no backing in), in said parking space. Driving, or parking on grassy areas, except where designated, or parking a vehicle other than front end forward in an approved space, is not allowed at any time for any reason. Vehicles shall not be parked so close to trash receptacles so as to prevent waste collection. Vehicles shall not be covered by any material, including but not limited to car covers, at any time at Cypress Estates unless such vehicles are in a garages and not in plain sight.
- h. Motorized vehicles that cannot operate under their own power shall not remain on the property for more than twenty-four hours without express written approval of the Board of Directors.
- i. All vehicles must bear a valid, current license tag and must be properly registered with the appropriate motor vehicle department. Motorized vehicles which are not legal for use on public roadways (e.g. ATV, go-carts, or the like) are not permitted to be used

on Cypress Estates property or within the Cypress Estates community.

- j. There shall be no assembling or disassembling of motor vehicles, boats, boat motors or trailers within Cypress Estates, except for ordinary maintenance such as the changing of a tire or battery. For the purposes of this rule, ordinary maintenance does not include the changing of oil, lubricants or any other fluids of a motor vehicle.
 - k. Damage done to the common areas, including but not limited to the pavement as a result of oil leaks, motorcycle kick-stands, etc., shall be the responsibility of the owner, resident and/or the lessee of the unit who himself, a family member, guest or visitor created said damage.
 - l. All vehicles must be equipped with appropriate noise muffling devices in accordance with county and city ordinances. The Association shall be authorized to bar from Cypress Estates any motorcycle or other motor vehicle that operates so as to disturb others. Except in an emergency, Unit owners shall not cause or permit the blowing of any horn from any vehicle or boat of which they, their family, guests, tenants or employees shall be responsible for.
 - m. Motorcycles and unlicensed motorized vehicles shall not be parked or placed in any area other than the individual unit's designated parking spaces. No motorcycle shall be allowed to be driven upon common areas other than roadways or parking areas.
 - n. Parking in areas not designated for that purpose, or on any unpaved area will result in the offending vehicle being towed away at the owner's expense, and at the option of the Association, the imposition of a fine or any other remedy allowed by the Rules, By-Laws or by the Declaration of Covenants and Restrictions of Cypress Estates.
 - o. A vehicle in violation of any of the provisions of this Regulation may be towed at the option of the Association, at the vehicle owner's, unit owner's and/or tenant's expense. In addition to the above, the owner and/or tenant of the Unit responsible for said vehicle shall be liable for fine or any other remedy allowed in these documents, including reasonable attorney's fees for the enforcement of this provision. Unit owners are strictly responsible to ensure that their representatives, employees, agents, guests, visitors, etc., or any other occupants of the Units comply with these rules and as such are responsible and liable to the Association for violations.
 - p. The remedies available to the Association stated herein shall be in addition to any other remedies permitted under the Articles of Incorporation, Declaration of Covenants and Restrictions and By-Laws of the Association.
16. No unit owner shall make or permit any noises by himself/herself, his/her family, servants, employees, agents, visitors and licensees, tenants or guests, which disturb others, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of another unit owner(s), resident or occupant. No unit owner, other occupant or guest shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio, sound amplifier or the like in his/her unit, in such manner as to disturb

29. All rubbish, garbage, trash, refuse or other waste material shall be placed into proper containers around the pool area provided for this purpose or removed from the pool area.
30. All personal belongings shall be removed when the user is leaving the pool area. The Association and its Board of Directors shall not be responsible for any belongings lost or stolen.
31. All users shall shower before entering the pool (no soaps or shampoos allowed)
32. Persons wearing bandages shall not use the pool
33. Persons having any communicable disease or infections of any type (such as strep, intestinal infections, flu, pink eye, conjunctivitis, etc.), open soars, colds, coughs or inflamed eyes shall not enter the pool.
34. Only non-glass containers containing non-alcoholic beverages are allowed inside the pool area. You must promptly clean up any spills or debris caused by your non-alcoholic beverage.
35. In accordance with the health department regulations, no food, drink or animals are permitted in the pool area.

ANIMALS AND PETS

36. Unit owners or tenants must obtain prior written approval from the Board to have more than two (2) pets on the premises. In no event shall any unit have more than four (4) domestic pets (cats and/or dogs) over 60 pounds in weight. Additional pet restrictions appear at paragraph 6.9 of the Cypress Estates Declaration of Covenants and Restrictions.
37. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except pit bulls), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, mice and creatures normally maintained in a terrarium or aquarium.
38. Unusual pets shall not be kept, raised, bred or maintained on any portion of the property. Unusual pets shall include but are not limited to poultry, horses, and reptiles. Pit bulls are classified as an unusual pet and are, therefore, prohibited.
39. The breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever is prohibited.
40. Pet owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict. Each Owner who determines to keep a pet or allows a renter to keep a pet agrees to indemnify the Association harmless against any loss or liability of any kind or character whatsoever arising from having any animal on the property.
41. Pets shall not be left unattended outside the home. No pet shall be kept tied up outside of a home or in the patio area unless someone is present in the home. Pets must be carried or

kept on a leash when outside the home or fenced-in area.

42. Any solid animal waste shall be immediately picked up and removed to a trash receptacle.

43. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.

44. Every female animal, while in heat, shall be kept confined in the home by its owner.

45. If any pet becomes obnoxious to the owners by barking or otherwise, the owner shall cause the problem to be corrected, or the Association can cause animal to be removed from the premises.

46. No property owner shall inflict or cause cruelty upon or in connection with any pet.

SALES AND LEASING

47. Owners shall notify the Association in writing of their intention to sell or lease their property by submitting a copy of the contract of sale or lease, whichever is applicable.

In the event of a sale or lease, it shall then be the responsibility of the purchaser/owner to furnish a mailing address for all future assessment notices and other correspondence from the Association. New purchasers and renters shall be required to execute a certificate acknowledging that they have received and must follow the Declarations, By-law, and Rules and Regulations.

The intent of this rule is to impose an affirmative duty on the owners to keep the Association fully advised of any changes in occupancy for the purposes of facilitating the management of the Association membership. The transaction may be voidable at the option of the Association for failure to comply with this rule.

48. No portion of a home, other than an entire home, shall be leased by the owner.

49. There shall be no sub-leasing of any leased unit.

50. All leases shall provide that the right of the tenant to use and occupy the home and common area. Tenant shall be subject and subordinate in all respects to the provisions of the Declaration and Rules and Regulations.

51. All leases shall provide that the Association shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the Association documents.

52. All leases shall provide for the minimum lease term of 6 months. No lease shall provide for an early lease termination.

53. The owner of a leased home shall be jointly and severally liable with his tenant for compliance with the Association documents and to the Association to pay assessments, fines, and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenants and/or those for whom the owner is responsible.

54. Each renter must be screened by the Board

55. An application form, \$150 fee, and a copy of the proposed lease will be required at time of screening.

56. Owners must make sure renters and guests are aware of the Rules and Regulations.

57. These Rules and Regulations, as herein established and as hereafter added, deleted, modified or amended by the Board of Directors are part and parcel of the Declaration of Covenants and Restrictions and shall be enforceable as such.

58. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the members of the Association. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

59. Rules and Regulations as to the use of the common areas within the Association shall be posted and each unit owner, occupant, guest, licensee, employee, agent, or subcontractor shall observe all Rules and Regulations relating thereto.

60. Should a violation(s) occur, unit owners and residents will be liable for any attorney's fees and costs in the enforcement of any of the governing documents of the Association, including but not limited to the rules and regulations, whether or not suit is filed.

NOTIFICATION OF VIOLATIONS AND ISSUANCE OF FINES

The following is the procedure that shall be followed when homeowners are in violation of the governing documents for Cypress Estates of Palm Springs. All homeowners shall be notified in writing when they are deemed to be in violation.

First Notice

1. Indicate current date and the date of the violation
2. State the nature of the violation
3. Indicate the section, paragraph and page number of the associated governing document
4. Indicate, if such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may issue a fine against the owner or tenant.

Second Notice

1. Indicate the date of the first correspondence, the date of this second correspondence and the fact that this is the Second Notice.
2. Reiterate the nature of the violation
3. Indicate the section, paragraph and page number of the associated governing document.
4. Indicate, if such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may issue a fine against the owner or tenant.

Third Notice

1. The Association will provide the violating party a notice of their intent to issue a fine and an opportunity for a fine hearing before a fining committee. Said notice shall contain the following:
 - A) The time, place, and date of the fine hearing which is not less than 14 days after the date of the fine hearing notice.
 - B) Statement of the alleged violations and corresponding governing documents.
2. The fining committee shall consist of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee.
3. If the committee, by majority vote, does not approve of the proposed fine, then the fine may not be imposed.
4. If the committee approves of the fine by majority vote, the Board at the next regularly scheduled meeting, with notice to the individual receiving the fine, shall vote to ratify the proposed fine. Should the Board not approve of the fine by majority vote, then the fine may not be imposed. In the event the Board, by majority vote, approves of the fine, then the fine is ratified and imposed.
5. Notice of the fine imposed shall be sent to the owner and or tenant.