

**CYPRESS LANDING
HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS
2026 2nd Revised Edition**

INDEX

| <u>SECTION</u> | <u>PAGE</u> |
|---|-------------|
| 1. Antennas, Satellite Dishes & Awnings | 1 |
| 2. Board Meeting rules | 2 |
| 3. Clotheslines | 3 |
| 4. Clubhouse & Pool Table | 3 |
| 5. Common Areas, Landscaping, & Tree Policy | 5 |
| 6. Compliance Policy | 6 |
| 7. Compliance with Florida law | 7 |
| 8. Document Retention & Inspection Policy | 7 |
| 9. Delinquent Dues Collection Policy | 10 |
| 10. Driveway & Sidewalk Policy | 11 |
| 11. Emergencies, Security, & Traffic | 13 |
| 12. Estoppel Policy | 13 |
| 13. Expenditure, Purchase/Bid & Mileage Reimbursement | 14 |
| 14. Fencing Policy | 16 |
| 15. Fine Policy | 17 |
| 16. Garbage, Trash, Lawn Cuttings & Tree Disposal | 18 |
| 17. Golf Cart policy (Phase 1 & 2) | 19 |
| 18. Gun Policy | 24 |
| 19. Home Exterior Stonework | 24 |
| 20. Hurricane Protection Policy | 24 |
| 21. LP Gas Tank(s) Policy | 26 |
| 22. Mailbox policy | 27 |
| 23. Maintenance of Perimeter Walls & Fences | 28 |
| 24. Moving/Estate/Garage/Driveway Sales | 28 |
| 25. Paint Palette Policy | 29 |
| 26. Parking Policy | 30 |
| 27. Pet Enclosure Policy | 31 |
| 28. Rental Policy | 31 |
| 29. Roofing Policy | 33 |
| 30. Signs Policy | 33 |
| 31. Solar Energy Policy | 34 |
| 32. Swimming Pool Policy | 35 |
| 33. Towing Policy | 37 |
| 34. Waterfront Regulations | 37 |
| 35. Website Policy | 40 |
| 36. Miscellaneous | 41 |

1. ANTENNAS, SATELLITE DISHES, and AWNINGS

(Revised 2025)

- A. Satellite dishes of a usual and customary size may be installed on a home roof but may not be installed any closer to the road than the point at which the garage roof intersects with the roof of the home. Installations may not be made on the front portion of a roof or on the front of a dwelling. All installations should minimize the visibility of the dish from the street. Installation of a satellite dish on a home requires prior approval from the Architectural Committee.
- B. Retractable canvas awnings are permitted to be installed on the back side of a residence only after Architectural Committee approval has been received in writing.
- C. Fixed canvas awnings are prohibited. Fixed canvas awnings installed prior to 2014 are grandfathered in and may remain in place until repairs or replacement parts are needed or until January 1, 2019, whichever occurs first. Any fixed canvas awnings remaining in the community on January 1, 2019, will be in violation of the Rules and Regulations and will subject the property owner to such remedies as are available to the Association.
- D. Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.

2. BOARD MEETING RULES

(2023)

1. All board meetings shall be open to, and may be recorded by, homeowners, except as provided in the Florida Homeowners Association Act.
2. All board meetings shall be chaired by the President or, in the president's absence, the board's designee ("chair"). The chair shall prepare an agenda for each meeting, which may be amended by the board after the meeting is called to order and a quorum is confirmed.
3. Homeowners may speak on any agenda item subject to the following:
 - A. Homeowners wishing to speak must print their names on the meeting signup sheet and designate the agenda item about which they will speak. The chair will make the agenda and signup sheet available prior to the start of each meeting.
 - B. If the Board amends the agenda, the chair shall allow homeowners an opportunity to amend their speaking designations.
 - C. Homeowner comments shall be made at the direction of the chair as each agenda item is raised and prior to a board vote or decision on that item.
 - D. Homeowners may only speak during those portions of the meeting designated for homeowner comment and then for no more than 3 minutes per agenda item.
4. Directors and homeowners shall at all times conduct themselves in a courteous, non/confrontational and professional manner and shall refrain from any conduct that disrupts the meeting or interferes with the orderly conduct of business by the Board.
5. An infraction of these rules by a homeowner shall result in a warning. A second infraction shall result in a suspension of the homeowner's right to speak for the remaining duration of the meeting. A third infraction shall result in the homeowner's expulsion from the meeting and a suspension of the homeowner's right to speak for both the remaining duration of the meeting and the next board meeting attended by the homeowner. The board may also consider other available remedies in the event of repeated infractions of these rules.

3. CLOTHESLINES

(2016)

- A. Clotheslines must be removable or retractable, must not be visible from the street, and must be retracted when not in use. Hanging laundry from trees, bushes or fences is prohibited.

4. CLUBHOUSE & POOL TABLE

The clubhouse is reserved for the exclusive use of property owners or lessees with the property owner's written permission.

A. Reservation for Private Functions

(Revised 2022)

1. The use of the clubhouse for private functions is not permitted without prior approval by the Clubhouse Committee Chairperson, or such other individual as the Board may appoint.
2. A reservation request for a private non-commercial function by a property owner or property owner/host must be made 14-days in advance. The Board of Directors may, in its discretion, waive the 14-day notice requirement. All such requests must be in writing on the approved request form and be submitted with a \$250.00 refundable deposit. The \$250.00 deposit will be returned to the property owner/host (or the check may be shredded) only after it has been determined that the clubhouse has been left clean, that Private Function Rules have been followed and that there has been no damage to the building, equipment, carpet, furnishings and/ or grounds surrounding the clubhouse.
3. The property owner/host agrees that he/she is solely responsible for any cleaning required or damages in excess of the \$250.00 deposit which arise as a result of their use of the clubhouse for the private function hosted.
4. A fee for clubhouse private function use and time limits on use may be imposed by majority board approval. Such fees and/or time use limits, where applicable, will be disclosed on the Clubhouse Reservation Request Form.
5. Private functions which have been approved in compliance with this policy will have the date, time and nature of the event posted on the clubhouse master calendar and may be posted on the clubhouse bulletin board,

6. Blank copies of the Clubhouse Reservation Request Form for Private Functions may be found at the Clubhouse office.
7. The property owner/host must be present during the approved private function. If the property owner/host departs the function before it concludes, the deposit will be forfeited and future requests for clubhouse rental may be denied.
8. The property owner/host must notify the Association in advance if additional tables or chairs are needed.
9. The kitchen telephone is for emergency use and Association business only.
10. The property owner/host is solely liable for all property damage and personal injury arising from the private function.
11. The maximum number of persons who may be in attendance at any private function is limited to fifty (50) unless otherwise expressly approved by Board action.
12. The property owner/host is responsible for ensuring that guests attending the private function honor all community restrictions and rules, including those governing visitor parking.
13. The clubhouse is not available for any commercial function including those sponsored by for-profit and not-for-profit organizations.
14. The clubhouse office is private and reserved for the exclusive use of Board members and their designees and is not included as available space for any private function.
15. The pool, pool deck, dock, pool table, TV and related electronics and kitchen equipment are not available for use at private functions unless express permission is granted in advance by the Clubhouse Committee Chairperson or a board member.
16. Normal clubhouse hours are from 8:00 AM until 7:00 PM. Property owners/hosts wishing to schedule private functions outside of these hours must receive prior approval.
17. No food or beverages may be left in the clubhouse, or the clubhouse refrigerator and all waste and garbage must be bagged and placed in the outside garbage cart(s) located on the northern side of the clubhouse exterior. All decorations must be removed from the clubhouse immediately following the private function.
18. Refundable deposits made by the property owner/host may be retained by the Association if any of the aforementioned rules are violated.

B. Pool Table

(Revised 2025)

1. No one under fourteen years of age (14) may play pool unless supervised by an adult homeowner or lessee.
2. When finished playing, all equipment must be returned including the table cover.

5. COMMON AREAS & LANDSCAPING

(Revised 2025)

Authority is derived here from the Declaration of Restrictive Covenants and Conditions for Cypress Landing, Articles 5.1 and 5.12, which state respectively, “The Association will own and maintain the Common Areas for the benefit of all Owners”; and “Rules. The Board may promulgate reasonable rules for the maintenance, upkeep, appearance and operation of the Common Areas and any Lot”.

- A. No plants, plantings or landscaping may be made by residents in any common area. Decorations can only be installed thereon with prior approval of the Board of Directors.
- B. Unauthorized vehicles are prohibited on common areas.
- C. Pets are not permitted on the dock, pool deck, in the pool or on the tennis court. Pets must be on a leash (preferably 6 feet or less) when outside a property, and especially so when walked on common area grass.
- D. In making use of the common areas, all property owners and their tenants and guests understand that they are doing so at their own risk.
- E. From the date of promulgation (October 2025) there will be no further nett loss of trees and shrubs in Cypress Landing community areas (“one out – one in”). Preference will be given to Florida native flora. This rule applies specifically to Association common areas, but may be used as guidance on private lots.

6. COMPLIANCE POLICY

(2016)

- A. All compliance violations, grievances and complaints from property owners must be in written form and must be signed by the person filing the complaint. Compliance violation submissions must state specifically which of the Association's Bylaws, Covenants or Rules the filing party believes has been violated.
- B. Submissions should either be delivered to the Clubhouse mailbox, mailed to the Association at 3954 Cypress Landing West, Winter Haven, FL 33884 or emailed to CLHAWH@gmail.com.
- C. Compliance violation submissions may be disclosed to property owners or third parties.
- D. All relevant information a filing party wishes for the Board to take under consideration should be included with the initial filing. Where applicable, the filing party shall submit photographs depicting alleged violations along with their submission.
- E. The Board will appoint a Compliance Committee to review compliance violation submissions. The committee will be composed of two board members, one of whom is an officer of the board, plus one or two non-board member Association members. The Compliance Committee will review submissions and will submit for full board consideration a review of the matter and any committee recommendations the committee has arrived at in the matter.
- F. Determinations on all compliance submissions will be made by a majority of the Board.
- G. The President may elect to immediately forward any compliance matter to the Association's attorney; in which case the attorney will advise the Association on how to proceed.
- H. Parties filing grievances will be notified of the Board's determination.
- I. The prevailing party in any litigation to recover a fine shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, collection costs and court costs.
- J. If a specific violation is cured and remains cured for 120 days, a future violation of similar kind will be treated as a new violation for fine purposes.
- K. If a violation is cured, the person or entity against whom a fine is imposed, or is to be imposed, shall immediately provide written notice thereof to CLHA.

- L. The Board has discretion to waive or delay the imposition of all or part of any fine on a case-by-case basis. The failure of CLHA or any hearing committee to impose or collect a fine in any given situation does not constitute any type of waiver of the right to do so in the future for the same or a similar violation or for a different violation.

7. COMPLIANCE WITH FLORIDA LAW (2016)

No rule or regulation herein contained may be implemented or enforced in a manner which violates Florida law or the governing documents of Cypress Landing.

8. DOCUMENT RETENTION & INSPECTION POLICY (2026)

This policy establishes procedures for the retention, maintenance, and access of Association official records in compliance with Florida Statutes Chapter 720, including §720.303(4)– (5), and the Association’s governing documents.

The Board recognizes its statutory obligation to maintain official records and provide access to members while also ensuring orderly administration and protection of sensitive information.

- A. The Association shall maintain official records within the State of Florida for at least seven (7) years, unless a longer period is required by law or this policy. Official records shall be maintained in written or electronic form. The Association shall maintain records in one or more of the following: The Association’s principal office, the property management office, secure electronic storage, or a combination of the above.
- B. The following shall be maintained as official records:
 - Governing Documents (Permanent Retention): Declaration of Covenants, Articles of Incorporation, Bylaws, Recorded plats, Rules and regulations) and all amendments
 - Minutes & Meeting Records (Permanent Retention): Minutes of all Board meetings and member meetings, committee meeting minutes (if required by statute), written consents in lieu of meetings
 - Financial Records (7 Years Minimum): Accurate, itemized records of all receipts and expenditures, bank statements and canceled checks, general ledgers, accounts receivable and payable records, budgets and

financial statements, audit/review reports, tax returns, any reserve studies

- Contracts & Agreements (7 Years After Expiration): Management contracts, landscaping, maintenance, and vendor contracts, including all bids received in the past year after a bidding process has closed
- Owner Records (Active + 7 Years): parcel ownership roster, mailing addresses, assessment payment history, architectural review applications and approvals, violation notices and enforcement records, lien and foreclosure records
- Insurance Records (Permanent for Policies; 7 Years for Claims): Insurance policies, current and prior, including any claim documentation
- Ballots & Proxies (1 Year Minimum): Election ballots, proxies, annual meeting sign-in sheets
- Committee Records (7 Years): ARC/Architectural committee decisions, fining committee records, written reports to the Board

C. The following records are not accessible to members as provided under §720.303(5): Attorney-client privileged communications, attorney work product, records prepared in anticipation of litigation, information obtained in connection with leases/sales, personal identifying information protected by law, electronic security measures, passwords and access codes, any other records exempted by statute. The Association will redact protected information before inspection or copying.

D. The following documents shall be made available in a secure, password-protected owner portal of the website: Governing documents, current rules, annual budget, year-end financial reports, insurance summary, board meeting notices, agendas, minutes (after approval), property management contact information. Website records shall be maintained in downloadable format and retained online for at least the period required by statute.

E. Regarding email & electronic records, emails relating to official Association business are official records. Board members shall use Association-designated email accounts whenever possible. Personal email accounts used for Association business must forward such communications to the Association's official records repository.

F. Parcel owners or their authorized representatives are entitled to inspect and copy Official Records of the Association as defined by Florida law. The Association shall make Official Records available within ten (10) business days after receipt of a written request. All records requests must be delivered by mail, hand delivery, or email to the Association's designated

address and identify the specific records requested with reasonable particularity. The Association is not required to create records that do not exist or to compile information in a format not maintained in the ordinary course of business.

G. Inspections shall occur by appointment only and shall take place during normal business hours. Inspections shall occur at a location within the county or as otherwise permitted by statute. The Association may require that records remain in the presence of a designated Association representative during inspection. Only one inspection session per written request shall be scheduled unless additional time is reasonably necessary. If multiple or overlapping requests are submitted, the Association may consolidate such requests into a single inspection session to ensure efficient and orderly access.

- Copies shall be provided at \$0.25 per page. If retrieval and copying require more than thirty (30) minutes of personnel time, the Association may charge up to \$20.00 per hour for personnel time, as permitted by statute. No personnel charge shall apply if the requested records total twenty-five (25) pages or fewer. The Association may require prepayment of estimated costs prior to copying. Owners may use portable devices (such as phones or scanners) to make copies at no charge.
- If records are maintained electronically, the Association may provide access by electronic transmission; or electronic viewing at the inspection; or printed copies at statutory rates. The Association is not required to provide records in a format different from that in which they are maintained.
- The Association shall not be required to create new documents, answer written questions, provide legal opinions or explanations, or reconstruct records not in its possession or control.

H. Records may be destroyed after expiration of the applicable retention period, provided no litigation is pending or reasonably anticipated, no written records request is outstanding, the destruction is documented by the Association. Shredding is required for documents containing sensitive information.

This Policy shall be interpreted consistently with Florida Statutes and governing documents. In the event of conflict, statutory requirements shall control.

9. DELINQUENT DUES COLLECTION POLICY

(Revised 2022)

Assessments are due on the first day of each calendar quarter (January, April, July and October) and assessments are delinquent and interest at 18% per annum accrues if not timely received. It is the board policy to strictly follow the procedures outlined below in order to collect all dues and assessments. Late fees, interest and other costs accrued to a delinquent homeowner's balance cannot be waived without the consent of the Board. Procedure for collection of delinquent dues is as follows:

- A. A late fee of \$25.00 per installment is assessed for dues not received by the tenth day of each calendar quarter.
- B. For delinquent assessments, CLHA generally follows the following procedure:
 1. Between the 10th and 15th day of the quarter, a First Notice letter is sent by the Association account management company via regular mail to homeowner:
 - i. Includes late fee and mailing costs
 - ii. Advises that the unpaid assessment bears interest from the due date until paid at 18% per year
 - iii. Advises that claim of lien will be filed if all amounts due and owing are not tendered within 45 days of date of letter and if amounts due are not received and the matter is turned over to legal counsel, the homeowner will be responsible for association attorney fees in addition to interest, late fees and collection costs.
 2. Thirty days after the First Notice Letter, a Second Notice letter is sent by the Association account management company via regular mail to homeowner:
 - i. Includes late fee, accrued interest along with a per diem rate and mailing costs

- ii. Advises that the unpaid assessment due bears interest from the due date until paid at 18% per year
 - iii. Reiterates that claim of lien will be filed if all amounts due and owing are not tendered within 45 days of date of the First Notice letter and if amounts due are not received and the matter is turned over to legal counsel, the homeowner will be responsible for association attorney fees in addition to interest, late fees and collection costs
3. Thirty Days after the Second notice letter, a Third and Final Notice letter is sent via certified mail by the Association account management company to homeowner:
- i. Includes late fee, accrued interest along with a per diem rate, and mailing costs
 - ii. Advises that the matter will be turned over to legal counsel and a claim of lien will be filed if all amounts due and owing are not tendered within 45 days of date of the First Notice letter
 - iii. Reiterates that the homeowner will be responsible for association attorney fees in addition to interest, late fees and collection costs
- C. The Treasurer will report delinquent accounts to the Board at each meeting.
- D. The Association account management company will generate and mail statements to homeowners with unpaid fees and interest upon request.
- E. The Board reserves the right to deviate from the aforementioned Dues Collection Policy in its discretion.
- F. For any delinquent assessment, CHLA reserves the right to refer the same to its attorney immediately and without notice.

10. DRIVEWAY AND SIDEWALK POLICY

(2016)

The language in our governing documents which refers to driveways may be found here, in the community's Rules and Regulations, and also in our Declarations of Restrictive Covenants, Article III, 3.3 Paragraph D. Driveways, where it states that, "All lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. All driveways must be of concrete or other approved material." The following constitute the rules and procedures governing driveways in Cypress Landing.

- A. All driveway and sidewalk repairs, installation and replacement must be approved in advance by the Architectural Committee. Property owners are required to submit a written Architectural Request form detailing the nature of the work being proposed, the dimensions of the drive/sidewalk, the materials the property owner wishes to use, color/pattern samples where appropriate and the anticipated start and completion dates. No construction shall begin prior to receiving written approval for the proposed work.
- B. Concrete driveways and sidewalks are allowed and may be coated with a concrete sealant which is expressly designed by the manufacturer for use in sealing concrete driveways and sidewalks. All products not expressly manufactured for application to concrete driveways and sidewalks are prohibited.
- C. Examples of driveway sealant products and colors approved by the Board are on display in the CLHA Clubhouse for the convenience of property owners. Residents are not required to exclusively use the product brands represented in the literature, which is on file, however, sealant color is strictly regulated. Any sealant which will impart any color whatsoever must be identical to the color samples on display or must closely approximate the approved colors. The Architectural Committee will make all decisions regarding color compliance.
- D. Residents who wish to apply one of the sealant products represented in the literature on display at the clubhouse to their driveways and/or sidewalks must submit an Architectural Approval Request form which describes the name of the product chosen, the manufacturer's name and the color chosen (if applicable) in advance of any application. Sealant may not be applied until the homeowner receives written approval from the Architectural Committee.
- E. Property owners who wish to select a product or color not represented by the approved samples located in the clubhouse must submit an Architectural Approval Request form detailing the name of the product, the name of the manufacturer, a copy of the manufacturer's recommended uses product guide and a color swatch. Any color which differs significantly from approved colors will be denied. Prior written approval from the Architectural Committee must have been received from the property owner before work may begin.
- F. Pavers of various colors and design which blend in color with the Cypress Landing Paint Palette Policy colors and the architectural theme of the

community are allowed for driveways and sidewalks. A written request and paver "samples" with a planned design must be presented and approved by the Architectural Committee prior to any installation. All paver driveways must be of a floating paver design and must be flush with the roads. All homeowner-maintained sidewalks may be of the floating or permanent paver design.

- G. Failure to abide by the rules set forth herein may subject a resident to remedies afforded in the Associations governing documents.

11. EMERGENCIES, SECURITY, and TRAFFIC (2016)

Be safe. Be careful. Be polite. If an emergency arises, contact law enforcement.

12. ESTOPPEL POLICY (2025)

- A. Nothing in this resolution changes or alters Section 8.6 of Cypress Landing Covenants, Conditions and Restrictions.
- B. An estoppel certificate shall be issued within 10 business days after receipt of a written or electronic request.
- C. If a requester seeks an estoppel certificate within the 10-business day deadline, the request shall be deemed a request for an expedited estoppel.
- D. The following estoppel fees are adopted:
 - a. \$250 if the account is not delinquent.
 - b. \$400 if the account is delinquent.
 - c. An additional fee of \$100 if an expedited estoppel is requested and the estoppel certificate is issued within 3 business days after the request.
- E. Estoppel fees are due from the requester immediately upon issuance of the estoppel certificate. Estoppel fees are refundable only as required by Section 720.30851(8), Florida Statutes.
- F. Estoppel certificates shall be in the form adopted at the March 10, 2020 Board meeting, or the form supplied by the requester.
- G. As per our Covenants (section 8.6), the Board treasurer will determine the estoppel fee via a review audit of the property account ledger. Any Board member can then sign, transmit, mail or deliver the estoppel certificate.

- H. If Cypress Landing maintains a website, it shall thereon designate, by name and email address, the person to receive estoppel requests on its behalf.

Estoppel Certificate Requests

1. In addition to the estoppel-related administrative and procedural motions formally adopted at the March 10, 2020, Board of Directors meeting, only change of title estoppel certificate requests will be subject to the fee structure as described in F.S 720 and adopted by the CLHA. The resident/owner-requester must be actively engaged in the sale of their Cypress Landing property, and the requested estoppel certificate is required in advance of the transfer of title process at the settlement/closing of the sale of the property.
2. Requests for ledger sheets and/or past payment history to be used to satisfy a refinancing entity, a credit check agency, a mortgage company, or any entity not related to the sale of a property within Cypress Landing, will generally be only and exclusively provided to the resident/owner requestor without a fee, but may be subject to a fee if there is ever a cost to the CLHA to provide this accounting service.
3. This resolution is retrospective to January 1, 2021, and will remain in force from that date onward at the discretion of the CLHA Board of Directors, and subject to any applicable statutory change(s).

13. EXPENDITURE, PURCHASE/BID AND MILEAGE REIMBURSEMENT **(Revised 2024)**

- A. The Board reserves the right to modify and/or amend the annual budget.
- B. The responsible Board member and/or chairperson may commit all non-contracted budgeted expenditures as specifically identified in the annual budget. Such expenditures require the dated signature of the responsible Board member.
- C. The expenditure of all non-emergency or non-budgeted items in excess of \$300.00 requires an affirmative vote by a majority of the Board.
- D. All emergency expenditures in excess of \$300.00 require the approval of the responsible Board member and the President or Treasurer prior to the commitment of the funds. All other Board members will be notified of any

emergency expenditure at the next Board meeting. Emergencies include conditions that threaten the property of our residents, the health and welfare of the public or community, or otherwise present a major liability to the association and are of such nature that they cannot be responded to in the normal time frame.

- E. All contracts or agreements entered into by the association, including clubhouse cleaning, legal, bookkeeping, lawn care, pest control and lakefront services, require an affirmative vote by a majority of the Board and shall be subject to a renewal review at least every three years. Any written contract or agreement for budgeted expenditures requires the signature of the responsible Board member and the President.
- F. One-time contract expenditures exceeding \$3,000.00 require three bids. If three bids cannot reasonably be obtained, the Board may approve a contract based upon fewer bids by majority vote.
- G. For all work, unless waived by the Board, the contractor must be licensed and insured as required by state law.
- H. Where bids are solicited, the Association is not required to accept the lowest bid.
- I. Payments to contractors for work, including routine monthly bills, require the responsible Board member signature prior to payment. The President or Treasurer may authorize payment in the absence of the responsible Board member.
- J. The application of "savings" funds to fund annual budgeted expenditures may only be approved in accordance with applicable law.
- K. Mileage reimbursement. Reimbursement for personal use of a motor vehicle on Association business will be made at the rate of fifty (50) cents per mile travelled. For this reimbursement, documentation must be provided as to the miles travelled, the time and date of the travel, and the purpose of the travel. Any tolls incurred while traveling on Association business will also be reimbursed. The Board reserves the right to revise this reimbursement rate from time to time, taking into consideration any future increases in the cost of motor fuel or other factors affecting the cost of owning and operating a personal motor vehicle. This reimbursement policy is not retroactive and will apply only proactively from the date of its promulgation (May 14,2024).

14. FENCING POLICY

(Revised 2022)

Architectural Review and Notice are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.

- A. A request to erect, stain, seal, re-locate or substantially repair a fence must be submitted in writing to the Architectural Committee and must be approved prior to the commencement of any work. Drawings, brochures, photos, and a full description including all measurements, layout, installation techniques and planned placement on the property owner's lot must accompany the written request for approval. All approved installations or modifications must be completed within ninety (90) days of approval notification.
- B. In all cases, homeowner's fences must be installed inside the homeowner's property line by at least three (3) inches on all borders and must have an entry gate.
- C. Any deviation from the approved project will be at the homeowner's expense to repair and/or cure the deviation. Homeowners shall notify the Architectural Committee within seven (7) days of completion of the project for final observation of compliance.
- D. "Board on Board", "Board over Board" or "Shadow Box" fences are the only permitted styles of fencing approved for use in the community.
- E. The maximum height of a fence is six (6) feet (72 inches) from the existing terrain. Fencing must follow the "lay of the land". Four (4) foot or six (6) foot fences are permitted between homeowners' properties. Fencing must be:
 - 1. Wood and may be left unfinished, waterproofed with a clear protective sealant, or stained "Nordic cedar"
 - 2. PVC-type material, finished to resemble natural wood, in a color that resembles Nordic cedar or natural wood. PVC-type fencing materials and installation methods must meet any and all applicable Polk County fencing hurricane standards.
- F. All internal fences must be maintained in good condition by the homeowner.
- G. As a courtesy, neighbors within one hundred (100) feet will be notified by the Architectural Committee prior to the construction of a new or replacement fence.
- H. Fences are not allowed in the front yard of any Lot.
- I. All fence requests will be considered on an individual basis.

- J. On jointly owned fences, it is the responsibility of each owner to maintain their side of the fence.
- K. Fences enclosing a back yard must have an entry gate, that must be a minimum of five (5) feet wide to allow for machinery entry.
- L. Replacement fences must conform to these rules.
- M. Fences of any kind are not permitted on lakefront properties.

15. FINE POLICY

(2024)

In accordance with F.S. 720.305, as amended from time to time, the Board is authorized, at a duly noticed, quorum present meeting, to levy and impose reasonable fines for the failure of an owner, owners, or his/her/their tenant, guest, licensee, or invitee, to comply with these rules and the CLHA governing documents.

A: A written (via USPS and/or email) Notice of Violation must be sent to the owner(s) giving them five (5) days to cure the violation(s), and an additional forty (40) day period to complete the remedial tasks.

B: If a violation is cured as required by the demand, or is cured prior to any fine committee hearing, then no fine or suspension can be imposed.

C: If the violation is not cured, the Board may impose a fine, the amount of which may not exceed \$100 for each day of the continued violation for a maximum of 10 days (\$1000 in the aggregate).

D: The Board must then put in place a fine committee to review a fine or suspension, subject to the following requirements:

- The Fine committee must be comprised of three (3) owners, in good standing. Fine committee members cannot be directors or spouse or family of a director. The committee must be named and approved at an open meeting of the Board of Directors.
- A 14 day written notice of the owner's right to a hearing must be provided. The notice must include the date, time, and location of the hearing, as well as the reason for the hearing.
- The hearing must be held within 90 days of the Notice of Hearing.
- The fine committee may hold the hearing in person, by telephone or other electronic means.
- The fine committee must, in writing, notify the owner of the outcome within 7 days of the hearing. By a majority, the fine committee can either

approve or reject the imposition of a fine; but the committee cannot change the dollar figure of the fine.

E: The date by which the fine must be paid or the suspension fulfilled must be at least 30 days after the delivery of the written notice of the committee's decision.

F: If the violation and the proposed fine or suspension are not cured, or the fine is not paid, reasonable attorney fees and costs may be awarded to the Association, but these may not begin to accrue until after the payment date of the fine, or appeal time has expired. Fines not paid shall also bear (non-compounding) interest at 18% per annum from the date they are procedurally levied.

G: If an un-paid fine is \$1000 or more, a lien may be placed against the owner's property. A fine of less than \$1000 may not become a lien.

16. GARBAGE, TRASH, LAWN CUTTINGS, & TREE DISPOSAL

(2016)

- A. All trash and recycle containers may be placed at curbside the evening before the scheduled pick-up date and should be returned to their storage areas as soon after pick-up as possible.
- B. All lawn and landscape cuttings/debris must remain on the owner's property at all times and may not be placed on Association common areas, visitor parking areas or on the street. Such waste may be placed curbside the evening prior to scheduled pick-up.
- C. Homeowners who have large amounts of debris or trash must call the refuse department to schedule a special pick-up of those items. Such material should only be placed curbside after scheduling the pick-up with the refuse department.
- D. In accord with the Association's Amended and Restated Declaration of Restrictive Covenants and Conditions, when not at curbside, "Trash containers must be kept within the dwelling until the evening prior to the day designated for pick-up." In these Rules and Regulations, the term "within the dwelling" has been clarified to mean inside the garage, a porch, a room, or enclosed by a fence, shrub, hedge, or lattice which is contiguous to the dwelling and must meet the following requirements:
 - 1. A garbage cart may not be (itself) visible from the street and may not be easily visible by an adjacent property owner who lives adjacent to the side of the residence where the cart is to be placed.

2. A view of any cart located as set forth herein must be obscured by a hedge, a lattice or approved fencing and must be well and regularly maintained.
3. No cart, fence, hedge, or lattice may impede ingress and egress between homes, and they may not extend in whole or in part onto or over a property line or easement.
4. Cart enclosures may not extend toward the street further than the front street-side leading wall of the adjacent home (not a garage wall).
5. General dimensions of garbage carts are approximately 30"X30"X40" tall. Cart enclosures may not exceed those general dimensions. Plans submitted for substantially larger areas will not be approved.
6. Should waste management services officials require residents to use a second wheeled cart for recycle materials, garbage cart enclosures may be expanded to accommodate the extra required cart, provided such expansion is pre-approved by the Architectural Committee.
7. Any garbage cart enclosure, lattice, fence, hedges, must be pre-approved by the Architectural Committee prior to the commencement of any modification to accommodate an enclosure contiguous to a resident's home.
8. Any lot on which a cart enclosure cannot be installed in full compliance with the aforementioned rules will be ineligible for the installation of a cart enclosure.

17. GOLF CART POLICY

(Revised 2021)

Cypress Landing is not a designated golf cart community. Golf carts are, however, permitted on Association roads provided the following rules are adhered to:

- A. Golf cart drivers must be at least 14 years of age to operate a golf cart on the Association's roads.
- B. At no time may a golf cart carry more passengers than the cart was designed to carry.
- C. To operate a golf cart between the hours of sunrise and sunset a golf cart must be equipped with efficient brakes, reliable steering, safe tires, a rear-view mirror, and reflective warning devices on both the front and the rear of the cart.

- D. To operate a golf cart between the hours of sunset and sunrise it must be equipped with the requirements in C above plus headlights, brake lights, turn signals, and a windshield.
- E. At no time may a golf cart be operated on any of the Association's common areas, except for the paved roads.
- F. Neighborhood Electric Vehicles (NEV's) and Low Speed Vehicles (LSV's) may be operated on the Association's roads and must adhere to the same standards set forth for golf carts.
- G. By law golf carts are only allowed to operate at a top speed of 20 MPH or less. Although it is possible to modify a gasoline-powered golf cart to go faster, it is not recommended, and it is unlawful.
- H. Golf cart operators, regardless of age or licensure, must observe all state, local and parking traffic laws.

From time to time the Cypress Landing HOA Board of Directors may modify or amend the golf cart policy by majority vote. Modifications and amendments will be posted at the clubhouse. Golf cart drivers are responsible for making certain that they access and abide by any modification and/or amendments to this policy.

PHASE 2 GOLF CART POLICY for incorporation into the AMENDED AND RESTATED RULES AND REGULATIONS OF CYPRESS LANDING HOMEOWNERS' ASSOCIATION, INC. (2021)

Definitions

"Golf cart means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes, and that is not capable of exceeding speeds of 20 miles per hour', FS. 320.01(22)

LSV - "Low Speed Vehicle", means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles", FS.320.01(41)

NEV - "Neighborhood electric vehicle", a type of four-wheeled electric vehicle which is categorized as an LSV by Florida Law.

[The term "golf cart" or "vehicle" will be used below to cover all three defined categories. Bicycles, tricycles, scooters, mopeds, motorcycles, ATV's, dirt bikes, or

other motorized vehicles are not permitted to operate on community common areas].

Florida Law allows golf carts to be operated on private roads, subject to the Association's restrictions and other governing laws. Florida Law also states that golf carts can be operated without the requirement of a driver's license or insurance. However, there is a minimum age requirement of 14 years of age to operate a golf cart on public roads or streets. Private communities, like Cypress Landing, can adopt this minimum age requirement only if the community is registered with the Florida Department of Transportation as a "Golf Cart" community.

In permitting golf carts within the Cypress Landing community, the following requirements must be met:

1. Golf cart owners must sign a liability waiver for the Association.
2. Golf cart owners must provide certain information to the Association, such as name, address, email, and phone number; make and model of the golf cart (if available); the names and ages of eligible authorized drivers; and annual proof of insurance including the Association as a named insured.
3. Golf carts can only be operated by a driver 16 years of age or older who is licensed to drive within any state or territory of the United States of America. Operation of any vehicle while under the influence of intoxicants, as defined by Florida Law, is prohibited.
4. It is the responsibility of the golf cart owner to understand and conform to all local, state, and federal laws pertaining to the vehicle use and operation, as well as the Association Rules and Regulations pertaining to golf carts. New property owners and new residents with a golf cart must register the vehicle within 30 days of occupancy, and thereafter, like all established golf cart owners, provide annual evidence of insurance (with the Association as a named insured) by January 31 of each following year.
5. All golf carts must be electric. Gasoline powered golf carts are strictly prohibited. Electric turn signals on golf carts are highly encouraged. If not equipped, the use of standard hand signals is mandatory.
6. Golf cart operators must show due consideration and reasonable right of way at all times to pedestrians, including persons with strollers or infant carriages, pet walkers, bicycle, and tricycle riders, motorized, wheeled and

self-propelled wheelchairs, and children using non-powered conveyances (like a skateboard, scooter etc.) in the Cypress Landing community.

7. Pets and/or emotional support animals can be carried in approved/registered golf carts. These pets and animals must be restrained and confined to the vehicle via non-retractable leash or restraint that is not greater than 6 feet in length.

In permitting golf carts in the community, the insurance agent for the Association must be made aware so appropriate insurance coverage for the Association can be considered. An Association can be exposed to liability if an accident occurs involving a golf cart and the Association has approved the presence of them; or if banned, has not acted to enforce the ban. If the Association has adopted rules governing the use of golf carts but has failed to enforce them and if an accident resulted, liability could be alleged on the theory of negligence.

Complaints, grievances, violations, or community concerns regarding the operation of golf carts will conform exactly to the manner prescribed in Section XIX of the Association Rules and Regulations. Specific non-compliance with the Association insurance liability requirements will preclude the golf cart owner from any Association protection in the case of a mishap or accident, and may be further subject to use restriction, fines or other Board imposed penalties.

Specific usage areas for golf carts:

Roadways in Cypress Landing are common elements and as such its owners have a perpetual, non-exclusive access easement over, across, and through the internal roadways.

Golf carts are prohibited on the lakeside common areas, community dock, and traveling on or through the entrance gazebo path, as well as on or across both the paved path to the dock and the lake path. Golf carts are also prohibited in any common area that is designed for storm water management. The lakeside common area grass is predominantly within the 100-year flood plain of Lake Dexter, and is subject to constant shoreline and nearshore profile shift in relation to the season and the rainfall regime. Most of this common grass area was historically defined as wetland by the Southwest Florida Water Management District (SWFWMD) until it was partially impacted in 1984 by the developer. The upper reaches of this grassy

lakeside common area are generally just outside the 100-year flood plain, and are within the property boundaries of long established privately owned homes.

Golf cart access and travel on the large lake front common area is prohibited so that wheel tracks, wheel ruts, mud formation, grass die-off, and unnatural profile shifting of the common area does not occur. These afore-mentioned potential alterations to the common area would be considered as damage to the common property of the Association.

Non-residents of Cypress Landing are prohibited from driving their golf carts within the community, unless in an emergency situation. To distinguish approved and registered golf carts from any outside the community, the Association will provide identification decals that must be affixed to the community owners golf carts in a conspicuous and permanent position. Non-residents driving an Association registered and approved golf cart must be a named eligible driver, and must be accompanied by the golf cart owner, unless in an emergency situation.

Golf carts must be operated in Cypress Landing in a safe manner, and parked in designated car parking spaces. The golf cart driver is expected to obey all traffic signs, and to limit the passenger load in and on the golf cart to a maximum seating of 4. No limo style golf carts are permitted.

Golf carts must be registered with the Association within 30 days of purchase. The ID decal issued by the Association is non-transferable. If a previously registered golf cart is replaced, the new vehicle will need to be registered.

The Association reserves the right to enforce and act upon all rules governing the use of any golf cart within the Community, including but not limited to towing the vehicle at the owner's expense. The Association may, at its discretion, review, change, or implement any golf cart rules it sees fit in order to protect the Association's assets and property.

18. GUN POLICY

(2.9.25)

Firearms are prohibited in the clubhouse during Association meetings and private clubhouse events, except for on-duty law enforcement. The same open carry prohibition applies to the other Association common areas, such as the swimming pool, the clubhouse pool table area, dock, gazebos, boat storage, and the tennis/pickle ball court.

19. HOME EXTERIOR STONEMWORK

(Revised 2022)

Property owners may install ledgestone-style veneer to replace wood-look façade on a home front. The following apply to the use of this material:

- A. Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.
- B. An application for permission to install ledgestone must be submitted, in writing, detailing which approved material is being proposed for installation and must include a description of where, on the home exterior front, the material is to be applied. Applications must be approved prior to the installation of the product.

20. HURRICANE PROTECTION POLICY

(Adopted 9.10.24)

House Bill 293 (effective law May 28, 2024) provides the following instructions to HOA’s:

- Hurricane protection specifications must be adopted – which may include the color and style of hurricane protection products and any other factors deemed relevant by the Board. All specifications adopted by the HOA must comply with the applicable building code, and meet ASCE 7-22 standards.
- The HOA may require homeowners to adhere to an existing unified building scheme regarding the external appearance of homes and other structures within the community.
- Regardless of any other provision in association governing documents, the HOA may not deny a homeowner’s application for the installment,

enhancement or replacement of hurricane protection that conforms to the specifications adopted by the HOA.

- These new laws apply to all HOA's in the state, regardless of when the community was created.

To comply with the above, the following policy and procedures are prescribed

A. The Board reserves the right, from time to time, to amend and update this hurricane protection regime as more experience is gained and new products appear in the marketplace.

B. The most common hurricane protection in Florida involves the covering of windows and doors (including garage doors). As such, the following products are approved:

1. Roll down metal hurricane shutters – electric or manual pull down with crank or hand pull down. These are usually permanently attached, and lock into place when down.
2. Bi-fold hurricane shutters (metal or timber) – permanently attached.
3. Hurricane panels - clear panels that must be cut to window specifications.
4. Plywood covers – usually 5/8 or 3/4 inch for best protection from flying debris; may be cut to window size or overall window opening; then securely attached to the house.
5. Accordion shutters – permanently attached, but when not in use they fold up. May be metal or polycarbonate and must fold up on the side of a window frame.
6. Metal storm panels – often 2 feet wide with an overlap when installed. These panels can be installed horizontal or vertical. Installed only when required, these panels should be stored inside a garage or behind a property such that they are not seen from the road.
7. Bahama shutters – top is permanently hinged, and the panels may be made of wood, aluminum, or fiberglass. The bottom of the shutter can be pulled out to allow light and breeze but must be firmly attached at the base when in the tilted position.

In all of the above, where painting is involved the same rules and regulations pertaining to acceptable paint colors will be followed.

Other approved hurricane protection will include the installation of impact resistant window and door glass. Also, additional strengthening of garage doors is permissible – but on the inside of the door. For older air conditioning compressors, metal lockdown brackets that screw into the compressor case and the concrete slab are permitted. Fixed generators and associated fuel storage tanks must comply with existing Rules & Regulations. Erosion controls (like an extended downspout can be temporarily installed (so to be easily removed for later lawn cutting etc).

All hurricane protection products installed in Cypress Landing must meet all applicable Polk County building codes. It is also expected that all new hurricane protection installations will utilize new materials that may be re-used as required.

21. LP GAS TANK(S) POLICY

(2021)

The following pertains only to LP gas application requests for either power generators, or heating appliances. Other requests for natural gas supply to Cypress Landing will have to be dealt with on a one-off basis, and be further subject to all local, state and federal regulations and ordinances, including permitting.

Listed below are the state and federal regulation requirements for the safe installation and usage of above or below ground LP tanks. The CLHA has adopted and will be guided by these requirements:

1. Site survey (to detect buried power lines, water and sewer pipes, or other potential obstructions).
2. Permits from the responsible agencies must be issued, and the tanks formally registered.
3. Amount of LP gas in a tank, or tanks, has to be shown on a gauge, or via an optional transponder that will show the fuel level using a smart phone application.
4. Tank monitoring is optional. A sensor device can be placed on a tank that will alert the gas company if a gas leak is detected.
5. An inspector must be present before a tank, or tanks, are filled for the first time. A pressure testing system must be used.

6. Regardless of its size, any ASME tank filled on-site must be located so that the filling connection and fixed liquid level gauge are at least 10 feet from an external source of ignition (i.e. open flame, window A/C, compressor (etc.), intake to direct vented gas appliance, or intake to a mechanical ventilation system. [Source: Location of ASME Containers; from NFPA 58 Appendix I].

22. MAILBOX POLICY

(Revised 2025)

Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.

- A. Property owners are responsible for maintaining their mailboxes in good repair and may not replace them without first receiving approval from the Architectural Review Committee.
- B. PVC, Rubbermaid and other mailbox posts may be used in the community. In general, they must be similar in design and appearance to the standard Box store-sold posts. Replacement PVC posts that fit over existing wood posts are also permissible. Posts may be installed in a sleeve, set in concrete or directly into the soil.
- C. Four by four (4" X 4") wood posts may continue to be used for the mailbox post and the perpendicular box support. Posts should be stained or painted, usually a house color (including trim and accent colors).
- D. Mailboxes may be metal, fiberglass or plastic and usually black, bronze or brown in color. All-in-one replacement mailboxes and posts, and slip over posts may be colored.
- E. House numbers may be displayed on the post or the mailbox itself.
- F. A short piece (Maximum 1.5" -2" diameter) of PVC pipe may be fitted under the horizontal box support beam for use by the Association in distributing notices as necessary.
- G. USPS guidelines specify that street-side mailboxes should be between 41" and 45" off the ground. Mailboxes in the Cypress Landing community should be placed not more than three (3) feet from the road.

23. MAINTENANCE OF PERIMETER WALLS & FENCES

(Revised 2025)

The Association has a duty, as mandated by the governing documents, to maintain all perimeter walls and fences.

- A. The Association's perimeter walls and fences may not be painted or altered in any fashion by residents.
- B. No plantings, installations, equipment, or furnishings may be affixed to the Association walls and fences. Property owner fences may not be attached to the perimeter walls and fences.
- C. Trees and shrubs which have root systems that pose a risk of compromising the integrity of the wall or fence foundation are prohibited.
- D. Property owners are required to make 24-inches from the wall or fence accessible to contractors for cleaning, painting, maintenance or repairs.
- E. Property owner fences that run perpendicular to a perimeter wall may have to remove, at property owner expense, a panel of their fence to facilitate repairs, painting, or cleaning of the perimeter walls and fences.

24. MOVING/ESTATE/GARAGE/DRIVEWAY SALES

(Revised 2021)

- A. One moving or estate sale is allowed for residents when relocating from the community.
- B. Moving or Estate sales may only be held between 8:00 AM and 5:00 PM on a Friday and/or Saturday.
- C. No moving or estate sale may occur without prior approval and the issuance of a permit by the Board.
- D. Residents, or their authorized representatives, must apply for a permit from the Board at least two (2) weeks prior to the sale event. The permit application must include a traffic flow plan into and out of the community so that inconvenience to other traffic during the sale hours can be minimized.
- E. Signs to advertise an approved moving/estate/garage/driveway sale are limited to **two** signs at each entrance to the community and **one** sign at the location of the sale (**five** total signs). Sign dimensions may not exceed two feet by three feet (2' × 3').
- F. One annual, Board-approved, community-wide garage/driveway sale is permitted. Residents, who voluntarily wish to be included in this event, can do so via a sign-up mechanism, and by paying a participation fee (\$ TBD) to

the CLHA Social Group. The participation fee proceeds given to the Association Social Group support their community activities throughout the year. All actual sale proceeds will belong to the individual participating residents.

25. PAINT PALLETE POLICY

(Revised 2021)

Definitions

TRIM on a home's exterior typically includes the material that edges the windows and doors, the fascia board that runs along the lower edge of the roof and the soffits beneath the roof. Trim can also include more elements of a home, like a horizontal trim board that runs beneath the fascia.

ACCENT colors are also used for emphasis in a color scheme. These colors can often be bold or vivid and are used sparingly to emphasize, contrast, or create rhythm.

BASE color includes the front, sides and back of the house.

- A. Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.
- B. No property owner may paint any exterior portion of a home without prior written permission from the Architectural Committee.
- C. Property owners must submit a Paint Palette Registration Form to the Architectural Committee identifying which of the approved Paint Palette Options or alternate colors they wish to use prior to the commencement of any exterior painting.
- D. No home may be painted a single color.
- E. Soffits and fascia must be the same color as the approved "trim color." Garage doors may be painted the base color or the trim color or the accent color.
- F. Downspouts may be painted the same as the base color of the house or trim color with the selection of a new color palette. Refer to the paint palette information posted in the clubhouse.

- G. A home's screen door may be painted an approved "trim color."
- H. Window frames may be aluminum or vinyl and may be bronze, aluminum, white, tan or cream in color.
- I. Aluminum screen porch enclosure framing may be a natural aluminum color, bronze, white or tan in color.
- J. Upon approval, modification, or denial, one copy of a Paint Palette Registration form will be returned to the property owner and the original will be filed in the Residence File folder.
- K. The Paint Palette Policy will be reviewed periodically for consideration of additions, deletions and/or changes.
- L. Accent colors may be used for the front door, garage door or the decorative area between the two front windows for applicable model homes that can also install ledge stone in that area. (See Section XVI)
- M. For homes with front porches supported by columns, the columns may be painted base or trim color.
- N. Roof drip edge is usually supplied and installed in either brown or white colors. If complimentary, other color drip edge may be installed and can act as an accent on the fascia.

26. PARKING POLICY

(2025)

All parking spaces not designated as "Guest" parking spaces may be used by residents and/or visitors.

Utility trailers, motor homes, watercraft and trailers, commercial vehicles and off-road vehicles are prohibited from parking in community parking spaces except for pick-up, delivery, loading or unloading and only during those activities. Such vehicles may not park in community parking spaces overnight without prior written approval from the Board.

Property owners may request permission to park a motor home or a small moving van in a community parking area for up to 30-hours to facilitate loading or unloading. Requests must be in writing, addressed to the Board of Directors, five (5) days in advance. Requests must identify the date(s) and times requested, where the vehicle will be parked, the description and license number of the vehicle and complete owner contact information.

27. PET ENCLOSURES

(August 13, 2024)

1. Pet enclosures are not (by definition) considered to be fences.
2. Metal or PVC enclosures are permitted, but may not exceed four feet in height.
3. No part of a pet enclosure can be made permanent.
4. Pet enclosures must be considered portable, and may not be installed forward of the garage.
5. Pet enclosures can be installed in drainage easement areas as long as all the above conditions are met.
6. Existing Architectural Review provisions still apply – a request must be made (and approved) in advance of any installation: color of the pet enclosure should be in in harmony with the house and its surrounds (usually black or green colors will be favorably considered).

28. RENTAL POLICY

(2025)

- B. The terms “lease” and “rent” mean any agreement by which an owner or possessor of a Lot, or its agent/designee, grants the right to use and occupy the Lot in exchange for consideration (including by rental, licensing, or similar arrangements directly with a renter or via the use of third parties, management companies and travel agents, and agencies).
- C. No owner shall be permitted to lease or rent their parcel to a third party until twelve (12) months have elapsed from the date the owner acquired title to the parcel. This restriction applies to all new owners acquiring title after the effective date of the amendment.
- D. No portion of a lot may be leased other than the entire Lot and lot may not be leased to a person who:
 - (I) Has within 15 years prior to the lease, been convicted of a felony involving violence to a person, a felony involving theft, fraud, or conversion or felony involving sale or possession of a controlled substance; or
 - (II) Is a convicted sexual predator or sexual offender.
- E. No leases, whether initially or a renewed thereof, may be for a period of less than six months.
- F. No Lot may be leased unless its Owner is current on the payment of assessments and charges to the association.

- G. All agreements to lease shall be in writing and signed by the parties.
- H. No lease may be assigned and subleasing (by lease, license, or otherwise) is prohibited.
- I. Within ten (10) days after the commencement of a lease the Owner shall deliver to the Association a copy of the signed lease agreement and a Rental Information Sheet, the form of which shall be approved by the Board of Directors.
- J. All Tenants and their guests are subject to and must abide by the Declaration, Bylaws, and Articles of Incorporation (Governing Documents) as well as the Association's rules and regulations. As to a leased Lot, Tenants are jointly and severally liable, with the owner, for any damages, costs and expenses, including reasonable attorney's fees, court costs, and other legal expense, incurred by the Association to enforce the Governing Documents or rules and regulations.
- K. The Association shall have the right to terminate a lease and evict the tenants in the name of and as agent for the Owner, upon default by the Owner or tenant in observing any of the provisions of the Governing Documents, provided that the owner, or tenant shall except in exigent circumstances, have been granted a reasonable opportunity to remedy the default. In the event the Association terminates a lease as agent of the owner the owner shall be prohibited from lease the lot for a period of twelve (12) full calendar months following the terminated date.
- L. No Lot may be utilized as public lodging establishment or in a manner within the purview of Chapter 509, Florida Statutes, or a similar successor.
- M. The foregoing rental restrictions shall apply to the maximum extent possible to all Owners and Lots in the Property. To the narrow extent that the July 1, 2021 amendments to the Homeowner's Association Act limit the applicability of any of the foregoing rental restrictions as to a particular Lot, Owner or Renter, the remaining restrictions shall apply, no rental shall be for less than 6 months and no Lot may be rented more than 3 times in a calendar year.

29. ROOFING POLICY

(Revised 2025)

Architectural Review and Notification are governed by the language, incorporated herein by reference, found in Article III of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing.

1. A Re-Roofing Application (RRA) form must be submitted to the Architectural Review Committee (ARC) for approval prior to any roof work commencing. This approval is valid for ninety (90) days.
2. In completing the RRA form, homeowners should indicate their choice of color (pre-approved colors are Beachwood Sand, Desert Tan, Shakewood, Rustic Cedar, Cypress Tan, and Weatherwood), and their choice of style of shingle - traditional or architectural. Other shingle colors need to be specified and, preferably, accompanied by a description, picture, brochure, or sample piece to assist the ARC's determination.
3. Drip edge replacement and ridge vent (if installed) can be any color of a homeowners choosing (typically replaced in either brown or white), but both item's color will have to be found by the ARC to be harmonious with the shingle color chosen.
4. Metal roofing is now permissible under F.S. 720. Homeowners, opting for metal roof replacement, should include their choice of style and color, as well as a complete description of the metal roofing selected.
5. All roofing work must be in compliance with all relevant codes and guidelines.

30. SIGNS POLICY

(Revised 2023)

The rules governing signs in the community are set forth in Article III, 3.3, I of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing, dated January 24, 2009, and are incorporated by reference here. In adhering to provision (iii) the Board further adopts the following rules governing the use of signs in Cypress Landing:

- A. Signs supporting political campaigns, candidates or parties are permitted 30 days prior to an election and must be removed the day after the election. No more than one such sign may be displayed on any lot at any permitted time.

- B. Signs expressing social beliefs, religions, religious practices and religious establishments are limited to holiday decorations and may not exceed 18" x 24" in size. No more than one such sign may be displayed on any lot at any permitted time.
- C. Holiday decorations are permitted during the period immediately prior to and shortly following such holidays. For holidays which take place in December, such decorations may be displayed from Thanksgiving through January 6. No more than one such sign may be displayed on any lot at any permitted time.
- D. Allowable signs may be rotated daily.
- E. The American flag may be displayed on a flagpole without artistic embellishment in the manner provided by applicable law and may not exceed 4.5'x 6' in size. These flags are now permissible eg. U.S. flag, military flag, or the Florida flag.
- F. Signs announcing birthdays, births, anniversaries, or other personal celebrations are permitted only on the day before, the day of and the day following the event to which the sign relates and may not exceed 18" x 24" in size.
- G. Banners and flags supporting sports teams may be displayed one day prior to a game and must be removed after the game has been played.
- H. Contractor signs of any sort are prohibited.
- I. One "For Sale" sign or one "For Rent" sign (not to exceed 2' X 3') may be displayed on a property which is being offered for sale or rent.

31. SOLAR ENERGY POLICY

(2021)

The rules governing exterior changes to homes in the community are set forth in Article III ("Architectural Review and Construction Requirements") of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Cypress Landing. Florida Statute 163.04 ("The Florida Solar Rights Act") states that HOA's are forbidden from prohibiting the installation of solar panels on Florida buildings. A HOA may restrict where solar panels can be placed, but not if the systems performance or installation costs suffer as a result.

In adhering to F.S. 163.04, the Board further adopts the following rules governing the installation of solar panels in Cypress Landing:

1. All necessary city, county, and state (whichever applies) permits must be obtained in advance of any work commencing, and in advance of submitting the Architectural Review request to the Association.
2. Roof mounted PV (photovoltaic) systems are permitted; and, due to the zero-foot side setback (Z lot) plat configuration in Cypress Landing, no ground mounted PV systems are permitted.
3. The CLHA needs to be informed in the Architectural Review request if the PV system being installed has battery storage (including the location of the battery) or is a tier-tied system (meaning excess electricity is fed back into the local grid).
4. Solar panels may need to be cleaned periodically. Cleaning every six months using de-ionized water is industry recommended; hosing or pressure washing is not industry recommended due to the possible buildup of a contaminate white film on the glass. When cleaning, the system should be shut down.
5. The CLHA Board will consider applications for any solar easement made for the purpose of assuring adequate access to direct sunlight for solar energy systems.
6. Homeowners are advised to inform their home insurance carrier of the roof mounted solar panels so as to avoid any wind mitigation issues in the event of damages from intense storm activity, including, but not limited to, hurricanes.

32. SWIMMING POOL POLICY

(Revised 2025)

Any resident, property owner or guest using the pool must comply with all pool rules as posted at the pool and detailed below.

SWIM AT YOUR OWN RISK. THERE IS NO LIFEGUARD ON DUTY.

- A. The Cypress Landing pool is a PRIVATE pool. It is reserved for the exclusive use of Cypress Landing Residents, Property Owners, and their Guests.
- B. Maximum Capacity in the Pool is 27 Persons.
- C. Bathers must shower before entering pool. *(F.S.64E-9)

- D. No food or drinks are allowed while in the pool.
- E. Guests are limited to five (5) guests per homeowner or residing tenant. Unless exempt, all Federal, State and local laws must be followed by anyone using the pool area.
- F. Children under sixteen (16) years of age must be accompanied by an adult at all times when in the water or in the pool area.
- G. Smoking and vaping in the pool area is prohibited.
- H. The pool hours are from dawn to dusk.
- I. The Association assumes no liability for injuries or damages arising from participation in or use of the pool area unless due to willful or gross negligence on the part of the Association. Due to the strenuous nature of some activities, all participants are advised to consult their physician concerning fitness to participate. All activities present certain inherent risks and hazards, which participants assume by making use of the pool area.
- J. Children who are not toilet-trained or who are under four (4) years of age **MUST** wear a swimsuit diaper or "Swimmy" diaper in the pool.
- K. No person using the swimming pool or pool deck area is allowed to have glass items in the area. No grills or gas or electric cooking devices are permitted in the pool area. All trash, refuse and waste must be deposited in designated receptacles. Items left in or around the pool after dusk will be discarded.
- L. **No Diving is permitted in the pool.** No running, skateboarding, scooters, rollerblades, or bicycles are permitted in or around the pool. No animals (except for service animals) are allowed in the pool or pool area.
- M. No person within the pool area shall behave in such a manner as to create a safety hazard for him/herself or others or interfere with the ability of others to enjoy the amenities. Disturbances expressly prohibited include abusive or profane language, boisterous or rough play, harassment, pushing, running, acrobatics, diving, dunking, wrestling, yelling, snapping of towels and loud music. Persons under the influence of alcohol or drugs, and those who appear to be intoxicated or under the influence, are not permitted in the pool area.
- N. Violation of Pool Rules may be Grounds for Expulsion from the pool.

33. TOWING POLICY

(2016)

- A. The governing documents of Cypress Landing Homeowners Association, Inc. set forth the neighborhood's rules regarding the parking, repair and/or storage of vehicles, trailers, commercial vehicles, and watercraft.
- B. Any vehicle, trailer, commercial vehicle, or watercraft parked and/ or stored in violation of the governing documents shall be towed at the owner's expense. The Board or Board designated person(s) will be authorized to call the towing company for any towing.
- C. For the first violation, a notice of intent to tow will be affixed to any vehicle, trailer, commercial vehicle, or watercraft. If the violation is not cured within 24 hours, the vehicle, trailer, commercial vehicle, or watercraft will be towed at the owner's expense.
- D. If a violation persists pertaining to the same Owner or the same vehicle, trailer, commercial vehicle, or watercraft, the same shall be towed without further notice.

34. WATERFRONT REGULATIONS

(Revised 2026)

- A. Waterfront Facilities are defined as the marine parking area, launch ramp and dock areas.
- B. Waterfront Facilities are for the use of homeowners only. A homeowner's tenant or guest must receive written permission from the homeowner and the Waterfront Committee chairperson to utilize Waterfront Facilities. Commercial use of the Waterfront Facilities is prohibited.
- C. All watercraft and trailers shall be registered with the Chairperson of the Waterfront Committee and, when in the community, kept in either the boat storage area or an assigned dock slip. Dock slips and spaces within the storage area are assigned for one-year periods, January 1 through December 31. Applications are available from the Chairperson of the Waterfront Committee and must be submitted to said Chairperson between December 1 and December 15. Those seeking renewal will be given priority. If space permits, following the consideration of those on the waiting list, new applications will be selected by lottery. Applicants not selected will be placed on a waiting list by date received. Incomplete applications will be rejected. At any time, the Board reserves the right to revoke or reassign slips and space, as it deems necessary.

- D. The Chairperson of the Waterfront Committee will maintain records of assignments for both the boat storage area and boat dock or kayak slips.
- E. All powered watercraft and any trailers being used or parked within the Waterfront Facilities must have valid state registration. The owner of any powered watercraft or trailer without a valid state registration will be given 15 days written notice to either register or remove said watercraft or trailer from the Waterfront Facilities. Any watercraft or trailer that does not have a valid state registration, after notification, will be removed from the Waterfront Facilities by the Board. Any towing or storage fees associated with the removal of a watercraft or trailer are at the owner's expense.
- F. The launch ramp is to be secured at all times. Homeowners will receive the combination to the launch ramp lock at the time of their registration of a watercraft and or trailer. The combination is subject to change without notice.
- G. Care must be exercised when using the launch ramp. All vehicles and trailers used for unloading watercraft shall be parked in a manner which will not impede other residents' use of the Waterfront Facilities or the driveways of homeowners.
- H. No additions or modifications to the Waterfront Facilities may be made without prior approval of the Board.
- I. No homeowner may park or store more than one powered watercraft and one trailer at a time within the Waterfront Facilities. The Board or Chairperson of the Waterfront Committee may grant a variance to this rule upon written application.
- J. Children under sixteen (16) years of age must be always accompanied by a parent or adult homeowner while within the Waterfront Facilities.
- K. No grills, gas or electric cooking devices are allowed by residents in the Waterfront Facilities. All trash, refuse and waste must be deposited in designated receptacles.
- L. No glass items are allowed in the Waterfront Facilities. All beverages and food must be in plastic or aluminum containers. Items left will be discarded. Persons who appear to be intoxicated or under the influence of drugs or alcohol are not permitted in the Waterfront Facilities.
- M. The Association assumes no liability for injuries or damages arising from participation in or use of the Waterfront Facilities unless due to willful or gross negligence on the part of the Association. Due to the strenuous nature of some activities, all participants are advised to consult his/her physician

concerning fitness to participate. All activities present certain inherent risks and hazards, which the participants assume by making use of the Waterfront Facilities.

- N. The owner of any watercraft or trailer being used, stored or parked within the Waterfront Facilities is solely and fully responsible and accountable for any and all damages caused to the Waterfront Facilities due to his or her conduct, neglect, negligence or failure to observe these rules or the Association's governing documents. All owners of watercraft or trailers making use of the Waterfront Facilities must file with the Chairperson of the Waterfront Committee a designated emergency contact (name, address, home number and/or cell phone number) for use in the event of an emergency if the owner is unavailable. The Association may remove any watercraft or trailer from the Waterfront Facilities without prejudice or liability for any damages thereto in the event of an emergency.
- O. Watercraft owners mooring their watercraft to the dock will use nylon rope 3/8" or larger. All other rope is prohibited. No watercraft over sixteen (16) feet in length may be parked or stored in a dock slip unless secured by a lift structure or the modification of the assigned dock slip per written specifications submitted to and approved by the Board. No modification of any dock slip may be made without written approval from the Board. The Board shall have sole discretion in determining whether to approve a proposed modification. All modifications shall be at the owner's expense and shall immediately become the property of the association.
- P. All federal, state, and local laws must be followed by anyone using the Waterfront Facilities.
- Q. No bicycles, skateboards, scooters, or roller blades are permitted in the Waterfront Facilities.
- R. No animals are allowed in the Waterfront Facilities, with the exception of service animals.
- S. The Association is not responsible for any lost, damaged, or stolen items.
- T. All watercraft must be removed from the dock in the event of a hurricane, tropical storm, high wind conditions or at the request of either the Board or Chairperson of the Waterfront Committee.

35. CLHA WEBSITE POLICY

(Approved 2025)

This section provides policy guidance for hosting, maintaining, and using the Cypress Landing website, www.CypressLandingonLakeDexter.com. For this, and future Board of Directors, the following policies will guide and safeguard the integrity of the Association such that the web presence is seen as an integral part of the community for both existing and future residents.

1. The hosting for the Cypress Landing site has been purchased from Vinteam. Their Neigrs software provides a template-based site with a database backend offering features optimally suited to HOA's. The subscription for this service renews annually.
2. The CLHA Board will designate site administrators and will work closely with Vinteam staff. The Board will reserve the right to review other hosting companies and/or website builders from time to time. Hosting solutions will be contracted for a period of 12 months.
3. The CLHA website is seen as a living document that will require continued input, maintenance and review. The website will be menu driven and will provide essential access to all CLHA governing documents, forms, and a resident telephone directory. The website menu shall be established, then reviewed, from time to time by the Board and/or its designated administrators. The website will conform to all the required content as mandated by F.S. 720.
4. The general public shall have limited access to the areas that provide general information about Cypress Landing, and all necessary estoppel request instructions required for closing on a home sale within the community. All adult residents will have a private log-on to the website to gain access to all website features.
5. CLHA and Vinteam will provide guidance and instruction on using and navigating the website. As needed, technical sessions can be arranged online, or in a class format in the clubhouse.

35. MISCELLANEOUS

(Revised 2021)

- A. All property owners, their tenants, and guests, if applicable, must abide by these rules and regulations.
- B. These rules and regulations may not be altered or amended without approval of the majority of the Board at a duly noticed meeting at which a quorum is present.
- C. In the event that any of these rules and regulations conflict with the Association's governing documents or Florida law, the latter shall prevail.
- D. Violation of these rules and regulations may, among other things, result in a suspension, by the Board, of the right to use the common areas and amenities. In such cases a notice of suspension will be mailed to the property owner in question, at the address on file with the Association, and will include the date, the length of suspension and a description of the conduct resulting in the suspension. The notice will also provide a deadline of at least fourteen (14) days for the property owner to seek a hearing to contest the imposition of any suspension before a committee of at least three 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. To take advantage of this hearing, the property owner must deliver a written request for a hearing to the Board President before the expiration of the deadline listed in the notice of suspension. If the hearing committee, by majority vote, does not approve a proposed suspension, it may not be imposed.