

CYPRESS ISLAND PROPERTY OWNERS ASSOCIATION, INC.

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL, 33410

Tel. (561)626-0917 Fax (561)626-7143

www.seabreezecms.com

Instructions For A Sale/Lease Application (Updated 3/2020)

COMPLETE ITEMS 1 TO 11 & SUBMIT 14 DAYS PRIOR TO CLOSING OR LEASING DATE. Old applications packages will not be accepted, our most current application package is available online at the Sea Breeze website.

MAIL OR DROP OFF APPLICATION PACKAGES TO OUR OFFICE.

FAX COPIES WILL NOT BE ACCEPTED AS APPLICATION IS INCOMPLETE.

- ____ 1) Application for Occupancy Form (all information must be completed). No unit may be occupied by the respective lessee(s) or buyer(s) without the prior written approval of the Board of Directors for the Association. (pgs. 2-10)
- ____ 2) Residential Screening Request and Disclosure & Authorization Agreement to be completed by all occupants purchasing or residing in unit. Extra copies may be needed if more than one adult.
(Purchase Only pgs. 11-12, Rental Only pgs. 13 -14)
- ____ 3) Review **AND ACCEPT** the Association Rules and Regulations, and Guidelines. (pgs. 15-21)
- ____ 4) Each applicant to sign and notarize the Certificate of Approval prior to submitting application. This Form is required at closing or proof of applicant approval. The approval is not authorized until the bottom section of the page is completed by an authorized Board Member or representative. (pg. 22)
- ____ 5) A fully executed copy of the **Sales Contract** or **Lease Agreement** must accompany the application.
- ____ 6) A copy of driver's license of each applicant **MUST** be included.
- ____ 7) **FOR PURCHASE ONLY**, please submit a copy of your credit report from either, **Experian, Equifax or Trans Union**.
- ____ 8) In the case of the sale or lease of a Townhome, the Association shall be provided with a copy of a **certificate of insurance** showing the liability and property insurance in favor of the Owner/Lessee for both the interior and contents of the Unit and any boat dock that may be appurtenant to the Unit in such amounts that may be reasonably required by the Association under its Governing Documents and naming the Association as an additional insured. The Seller and prospective Buyer acknowledge and agree that as part of the transfer of ownership for a Townhouse Unit, prospective Buyer shall be responsible for a flood insurance transfer fee in an amount as determined by the Association.
- ____ 9) **\$150.00 CASH, MONEY ORDER, CASHIER'S CHECK ONLY.** Include the non-refundable application fee made payable to **Cypress Island Property Owners Association, Inc.**
- ____ 10) **\$100.00 CASH, MONEY ORDER, CASHIER'S CHECK ONLY.** Include the non-refundable application process fee made payable to **Sea Breeze CMS, Inc.**
- ____ 11) All approvals of sale and leases are conditioned upon the current owner of the subject property being in compliance with the provisions of the Association's Governing Documents, including, without limitation, the payment of any sums of money owed the Association, and compliance of the subject property with the terms and conditions of the Association's Governing Documents.

If the Association declines approval of a sale or lease transaction then the Association may exercise its right of first refusal as provided in Article XV of the Declaration of Covenants and Restrictions for Cypress Island

An interview may be required, if so, you will be notified of the interview date.

Thank you.

Board of Directors Cypress Island Property Owners Association, Inc.

Cypress Island For Sale/Lease Application - Updated 3/2020

CYPRESS ISLAND PROPERTY OWNERS ASSOCIATION, INC.
APPLICATION FOR RESIDENCY

PLEASE PRINT OR TYPE ALL INFORMATION ON THESE FORMS

Property Address: _____

Closing Date: _____ (or) Rental Period: From _____ to _____

[] APPLICATION FOR PURCHASE

I/We acknowledge receipt of the following:

Provided by Seller: Declaration of Covenants and Restrictions
 Articles of Incorporation
 Bylaws
 Amendments to the above

Provided by Association: Disclosure Summary
 Rules and Regulations
 Occupancy of Unit and Lots
 Boat Lift and Dockage Rules and Regulations

All of these Documents are sometimes collectively referred to as the "Governing Documents."

I/We agree to observe and abide by the terms and conditions stated in the Governing Documents.

Signature of Purchaser

Date

Signature of Co-Purchaser

Date

APPLICANT(S) INFORMATION

1. Applicant's Name: _____
Current Telephone Number: _____ Email Address: _____
Present Address: _____

How long at this address: _____ If less than one-year, previous address:

2. Co-Applicant's Name: _____
Current Telephone Number: _____ Email Address: _____
Present Address: _____

How long at this address: _____ If less than one-year, previous address:

3. List all occupants to reside in the unit (including children):

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Applicant's Employer: _____ Telephone: _____
Position: _____ Supervisor: _____
How long employed: _____ If less than one year, previous employer:

5. Co-Applicant's Employer: _____ Telephone: _____
Position: _____ Supervisor: _____
How long employed: _____ If less than one year, previous employer:

6. Vehicle #1 Make: _____ Model: _____ Color: _____ Tag: _____
 Vehicle #2 Make: _____ Model: _____ Color: _____ Tag: _____
 Vehicle #3 Make: _____ Model: _____ Color: _____ Tag: _____
 Vehicle #1 Registration: _____
 Vehicle #2 Registration: _____
 Vehicle #3 Registration: _____

7. Do you have any of the following: **YES** **NO**

Truck or Van in excess of ½ Ton	[]	[]
Commercial Van or Truck	[]	[]
Motorcycle or Moped	[]	[]
Boat	[]	[]
Trailer	[]	[]
Motor Home	[]	[]
Camper	[]	[]
Recreational Vehicle	[]	[]
Bus	[]	[]

8. If the answer to any of the Vehicles referred to in Number 8 is “yes”, please state where the Vehicle(s) shall be stored/parked:

9. Pet # 1: Type: _____ Breed: _____
 Weight: _____ Age: _____ Color: _____
 Pet # 2: Type: _____ Breed: _____
 Weight: _____ Age: _____ Color: _____

10. Applicant’s Personal References:

Name: _____ Phone: _____
 Address: _____
 Email Address: _____

Name: _____ Phone: _____
 Address: _____
 Email Address: _____

11. Co-Applicant's Personal References:

Name: _____ Phone: _____

Address: _____

Email Address: _____

Name: _____ Phone: _____

Address: _____

Email Address: _____

12. Name of Real Estate Company representing you (if applicable): _____

13. Name of Agent: _____ Agent's Telephone #: _____

14. Name of Closing Agent i.e. Title Company or Attorney: _____

Telephone #: _____ Email Address: _____

PROPERTY COMPLIANCE AND INFORMATION FOR SALES AND LEASES

1. The Seller/Lessor and prospective Buyer/Lessee acknowledge and agree that as part of the Association's approval process, the Association will enter upon the Unit and/or Lot and the Unit and/or Lot will be inspected by the Association prior to closing or commencement of the Lease to ensure compliance of the Unit or Lot with the Governing Documents. The Association shall provide the Seller/Lessor with a copy of any written report detailing all items of non-compliance and provide it to the agents handling the closing or lease transaction. Such report shall also be disclosed as part of the Association's estoppel information given for a closing. No sale shall take place or residency under a lease commence until such inspection is completed and the Unit or Lot is brought into compliance with the Governing Documents as determined in the discretion of the Association.

SECURITY BACKGROUND CHECK OF APPLICANT(S)

I/WE UNDERSTAND THAT AS CONSIDERATION FOR RESIDENCY, A NATIONWIDE LAW ENFORCEMENT BACKGROUND INVESTIGATION IS REQUIRED.

1. Has applicant or co-applicant ever been convicted of, pled guilty to, or pled no contest to a felony involving violence to persons, violence to property, sale/distribution/use of controlled substance, dishonesty/moral turpitude, or any crime requiring registration as a registered sexual offender or sexual offender in any state?
_____ yes _____ no

2. Has applicant or co-applicant been convicted of, pled guilty to, or pled no contest to any felony in the past 10 years? _____ yes _____ no

3. Is applicant or co-applicant presently awaiting trial on any criminal offense? _____ yes _____ no

IF YES TO ANY OF THE ABOVE, GIVE APPLICANT'S NAME, DATES, NAME OF COURT AND DETAILS OF CONVICTION: _____

ACKNOWLEDGEMENT

The Applicant and Co-Applicant and Owner must sign the section below along with their initials next to number line outlined in each section below. The Applicant, Co-Applicant, and Owner(s) hereby certify:

1. That Applicant(s) agree on behalf of all persons who may use the Unit, which they seek to purchase/lease for themselves, to abide by Association’s Governing Documents, including the Declaration of Covenants and Restrictions of Cypress Island Property Owners Association, Inc., the Rules and Regulations, any and all amendments thereto, and all applicable Florida Statutes.

Applicants Initials

Owners Initials

2. Applicant(s) and Owner(s) agree that all of the information contained in this Application is true and complete and that any false or misleading information given in this Application constitutes grounds for rejection of this Application and revocation of Applicant(s) right to reside on this property.

Applicants Initials

Owners Initials

3. That Applicant(s) give my/our authorization for the Association, through its agents or assigns, to obtain a nationwide law enforcement background investigation report and a consumer credit report for Applicant(s).

Applicants Initials

Owners Initials

4. That no persons other than those listed on this Application will reside in the Unit and Applicant(s) and Owner(s) agree that anyone moving into the Unit at a later date will be registered with the Association and a background investigation and credit check done at the Applicant’s expense.

Applicants Initials

Owners Initials

5. That Owner(s) hereby authorizes the Association, through its agents and or assigns, to enter upon the Lot and Unit to conduct an inspection to ensure compliance with the Governing Documents and such entry shall not be deemed a trespass.

Applicants Initials

Owners Initials

6. That Owner(s) hereby authorize the Association to evict a Lessee at Owner(s) expense in any case where the Lessee fails to abide by the Declaration and/or Rules & Regulations of Cypress Island Property Owners Association, Inc.

Applicants Initials

Owners Initials

7. That Owner(s) are responsible for the Lessee and/or guests of such Lessee, in regard to violation fines, costs related to damages to common or community property and fees paid to the Association’s attorney relating to Lessee and/or guests of such Lessee.

Applicants Initials

Owners Initials

8. **No person shall make any addition or change to the exterior of the Property without in each instance obtaining the prior approval of the Architectural Review Board.**

Applicants Initials

Owners Initials

THIS APPLICATION PACKAGE FOR SALE OR LEASE IS EXECUTED BY THE PARTIES ON THE DATES SPECIFIED BELOW. IF ANY PARTY DOES NOT UNDERSTAND THIS APPLICATION, THE PARTY SHOULD SEEK LEGAL ASSISTANCE.

We declare the above information to be true and correct.

APPLICANT(S):

OWNER(S):

Signature of Applicant

Date

Signature of Owner

Date

Printed Name of Applicant

Printed Name of Owner

Signature of Applicant

Date

Signature of Owner

Date

Printed Name of Applicant

Printed Name of Owner

BOAT INFORMATION

Boat Name _____ Make _____ Type _____

Overall Length _____ Registration # _____

Boat Name _____ Make _____ Type _____

Overall Length _____ Registration # _____

Boat Telephone(s) _____

GUEST/VENDOR LIST

PLEASE LIST GUEST, OTHER FAMILY MEMBERS, HOUSEKEEPING STAFF OR VENDORS THAT YOU WISH TO BE PUT ON YOUR PERMANENT GUEST LIST AND INDICATE IF THEY ARE ALLOWED TO BE GIVEN A KEY FOR ACCESS. The persons you list will be let onto the property without delay and without calling you for clearance. You may, at any time in the future, make any additions or deletions as you like by contacting us at the gatehouse.

Guest/Vendor _____

Guest/Vendor _____

Guest/Vendor _____

Guest/Vendor _____

Guest/Vendor _____

Guest/Vendor _____

Guest/Vendor _____

Guest/Vendor _____

Guest/Vendor _____

Guest/Vendor _____

Security at Cypress Island is comprised of professional people with state certified training in security and law enforcement. Should you ever require our assistance, please do not hesitate to contact the gate house at **561-624-3099**. Twenty-four hours a day we are here to do the best we can for you and this Community.

Cypress Island Database Creation Form

Address _____ PIN _____

Owner's Last Name _____ Owner's First Name _____ Phone _____

Email Address _____

Owner's Last Name _____ Owner's First Name _____ Phone _____

Email Address _____

Owner's Last Name _____ Owner's First Name _____ Phone _____

Email Address _____

Owner's Last Name _____ Owner's First Name _____ Phone _____

Email Address _____

Resident Last Name _____ Resident First Name _____ Phone _____

Email Address _____

Resident's Last Name _____ Resident's First Name _____

Email Address _____ Phone _____

Resident's Last Name _____ Resident's First Name _____

Email Address _____ Phone _____

Emergency Name & Phone _____

Emergency Name & Phone _____

Permanent Guests

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

Guest Last Name _____ Guest First Name _____ Phone _____

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4227 Northlake Boulevard
Palm Beach Gardens, FL. 33410
Phone: (561) 626-0917 Fax: (561) 626-7143

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Written Consent to Receive Official Notice(s) by Electronic Transmission

I, _____, as an owner of the property
(print name)

Community Name: Cypress Island POA, Inc.

Address in the Community: _____

and on behalf of all the owners of the Property hereby provide Written Consent to receive all official notices from the Association by Electronic Transmission to the following e-mail address.

E-Mail Address: _____

NOTE: I understand that I am responsible to ensure such Electronic Transmissions are not blocked by a spam filter or other type of filter. I further understand that notwithstanding such opt-in the Association may, from time to time, still provide notices to me via U.S. mail at my official mailing address maintained with the Association.

Signature

Date

Sea Breeze – Cypress Island POA / Ref# _____

RESIDENTIAL SCREENING REQUEST

Purchase Only

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cel#: _____

Current Employer

Company: _____ N/A _____ Tel#: _____ N/A _____

Supervisor: _____ N/A _____ Salary: _____ N/A _____

Employed From: N/A _____ To: N/A _____ Title: _____ N/A _____

Current Landlord

Company: _____ N/A _____ Tel#: _____ N/A _____

Landlord: _____ N/A _____ Rent: _____ N/A _____

Rented From: _____ N/A _____ To: _____ N/A _____

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

DISCLOSURE AND AUTHORIZATION AGREEMENT
REGARDING CONSUMER REPORTS

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Print Name

Signature

Date

- For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

Sea Breeze – Cypress Island POA / Ref# _____

RESIDENTIAL SCREENING REQUEST

Rental Only

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cell#: _____

Current Employer

Company: _____ N/A _____ Tel#: _____ N/A _____

Supervisor: _____ N/A _____ Salary: _____

Employed From: _____ N/A _____ To: _____ N/A _____ Title: _____ N/A _____

Current Landlord

Company: _____ N/A _____ Tel#: _____ N/A _____

Landlord: _____ N/A _____ Rent: _____ N/A _____

Rented From: _____ N/A _____ To: _____ N/A _____

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

DISCLOSURE AND AUTHORIZATION AGREEMENT
REGARDING CONSUMER REPORTS

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Print Name

Signature

Date

For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

CYPRESS ISLAND PROPERTY OWNERS' ASSOCIATION, INC.

BOAT LIFT AND DOCKAGE RULES & REGULATIONS
FOR TOWNHOUSE UNITS

1. The docks and pilings to the rear of the townhomes along Cypress Island Court and Cypress Island Circle and along the southerly side of 14282 Cypress Island Circle, excluding perpendicular extensions, were constructed by and are the property of the Cypress Island Property Owners Association, Inc. The docks were constructed as follows: decking is 49" wide, constructed with 2"x6" pressure treated lumber with a cap on the end of 1"x2" pressure treated wood. Piling rise 68" above the dock and are capped with copper. Alteration of the docks and pilings is not permitted.
2. Boat lifts require Architectural Review Board approval and must meet the following specifications:
 - One sided elevator style lift is the only style allowed. Two sided (four posts) or davit (crane) style lifts are not allowed.
 - The lift must be constructed of corrosion resistant material such as aluminum or stainless steel.
 - The lift must have its own pilings, which must be installed adjacent to the dock, but not touching or attached to the dock or the dock pilings.
 - Pilings are not allowed in the channel.
3. The boat lift must be maintained, at all times, by the Owner, regardless of the nature of the deterioration, so that the boat lift does not create an eyesore.
4. Garden hoses for backyard use or for use on a boat shall be mounted and stored on the walls between units and not on pilings. When not in use the hose shall be coiled on its mounting bracket and not left uncoiled on the dock or backyard. Use of white hoses is encouraged.
5. Electricity for use on boats or at the dock can only be supplied by a permanent, hard wired conduit installed under the dock and receptacle affixed to the dock or a piling to avoid a tripping hazard on the dock. A licensed electrician must do this, with the homeowner responsible for any permits that may be required. ARB approval needed prior to installation. The use of extension cords is prohibited.
6. Dock boxes will be white only, limited to one for each unit and standard in size and style. The standard size of the box will be two feet high by two feet deep and four feet in length and mounted on the seawall behind owners unit. ARB approval needed prior to installation.
7. ~~The length of the vessel docked in back of a unit cannot exceed the width of the lot and must, at all times, be parked so that it is completely contained within the width of the lot and does not encroach into the available dock area for any neighboring unit as stated in the Rules and Regulations adopted February 9, 1999. However, in the event a neighbor has granted written permission to have a vessel extend onto their lot such written permission must state that it can be withdrawn with 30 day written notice and will not survive the sale of either property. As application to the ARB for their approval must be made.~~
7. The length of the vessel docked cannot exceed a maximum length of 2' (24") less than the width of that dock/lot and must be located so that at least 1' (12") of clear space is maintained at each side/end of the width of that dock/lot including all running gear, engines, bow pulpit and anchors and any or all other items including fishing gear and mooring equipment or dingies or auxiliary items, as adopted April 17, 2019. Boats and lifts approved prior to that date are grand-fathered until any replacement vessel is docked at that dock/lot or the sale of the property occurs.

8. ~~No rafting of boats or tying or attaching any other vessel or obstruction to either port or starboard side of moored/tied vessel is permitted.~~
8. ~~No rafting of boats, i.e. tying or otherwise attaching on vessel to another vessel's starboard or seaward side is allowed. Any tender or dinghy must be in front or to the rear of the vessel and not extend beyond the boundaries of the lot.~~
9. Access to boats must be through the unit to which the dock is attached and not along seawall or between buildings.
10. Boats shall be kept in good condition and seaworthy. No items can be stored on deck such as clotheslines, coolers, fuel cans, etc.
11. No trash cans or other refuse is to be left out on the deck, dock or backyard.
12. No service other than minor work is allowed at the dock and all compartments such as the engine compartment must be closed or the outboard or the outboard motor cover must be put back on when work is finished for the day. All waste and debris must be removed daily.
13. Using a boat for guest quarters is prohibited; e.g. overnight stays are not permitted.
14. ~~Rule #14 of the rules and Regulations of the Cypress Island Property Owners Association, Inc. and the Boat Lift and Dockage Rules and Regulations were duly amended at a meeting of the Directors held on April 2, 2002 and May 12, 2004 as follows: -~~

Construction of docks, piers or pilings or the use or mooring of any vessels or boats within the Channel Easement shall be prohibited, except as specifically permitted in writing by the Architectural Review Board. No boats or vessels shall be docked or moored within the Channel Easement which will any way encroach upon the property lines of neighboring property owners. Each owner of a Townhouse Unit who shall have a boat or vessel docked or moored within the Channel Easement and each owner of a Dwelling who shall have a boat or vessel docked or moored in the waters contiguous to the Dwelling shall carry and maintain liability insurance for such boat or vessel in an amount not less than \$1,000,000. Each such owner of a Townhouse Unit or Dwelling shall supply the Association with a Certificate of Insurance certifying that such coverage is in effect and shall also supply such Certificate for each renewal thereof.

Underline is new.

~~Eliminate underlining in this section.~~

CYPRESS ISLAND POA ASSESSMENT COLLECTION POLICY

At a regular Board of Directors Meeting held on May 9, 1994, the Board unanimously adopted the following Assessment Collection Policy:

- I. Regular assessments are due on the first day of each month. All assessments not received by the due date shall become delinquent and shall bear interest at the maximum rate allowed by the Florida Usury laws, from the date when due until paid.
- II. The Association shall send by certified and regular mail notice to each delinquent owner stating the amount of delinquent assessment and any interest accrued thereon. Said notice shall demand payment of all monies then due by a date no later than ten (10) days from the date of notice. Notice shall be mailed to the last known legal address of the owner as shown on the Association's roster of owners. Notice will be sent no earlier than the fifteenth (15th) day following due date.
- III. The Association will turn over to the attorney all accounts not collected in full, but not earlier than the thirtieth (30th) day following the due date. The Association will instruct the attorney to demand immediate payment by letter and to record a Claim of Lien in the Public Records of Palm Beach County, Florida for all unpaid assessments plus applicable interest as described in I above. Any charges resulting from this action will also become a part of the unpaid monies due to the Association. The Association shall instruct the attorney to bring an action at the earliest practicable time to foreclose any lien when filed.
- IV. After a delinquent account is sent to the attorney for collection, no monies may be accepted by the association or its agent (management company), and all tenders to satisfy the unpaid account must be made in accordance with the attorney's instructions.
- V. All members of the Cypress Island Property Owners Association, Inc., are referred to Article VI, Section 10 of the Declaration of Covenants and Restrictions for Cypress Island wherein is found the basis for the policy.

**RULES AND REGULATIONS OF CYPRESS ISLAND PROPERTY OWNERS'
ASSOCIATION, INC. (A FLORIDA CORPORATION NOT-FOR-PROFIT)**

NOTE: Unless otherwise stated, all terms used herein shall have the same meanings ascribed to such terms in the Declaration of Covenants and Restrictions for Cypress Island (the "Declaration") recorded in Official Record Book 5635, Page 1142 et seq., Public Record of Palm Beach County, Florida as same may be amended from time to time. The terms and provisions of the Declaration shall control over any conflicting or inconsistent rules and regulations contained herein. The terms, conditions and definitions as set forth in the Declaration are hereby incorporated herein for all intents and purposes as if set forth herein at length. The Cypress Island Property Owners' Association, Inc. (the "Association"), acting through its Board of Directors (the "Board") has adopted the following Rules and Regulations.

- 1.** Sidewalks, Roads and Common Property shall not be obstructed in any way or manner whatsoever. By way of illustration and not in limitation hereof, no baby carriages, shopping carts, bicycles, toys, trash cans, garbage cans, chairs, benches, barbecues, tables or other articles of personal property will be allowed to stand in said areas when not in use. Any such items of personal property must be stored within individual Dwellings, Courtyard Homes and Townhouse Units when not in use.
- 2.** No playing or lounging shall be permitted on or about any Sidewalk, Street or Lot which unreasonably disturbs the quiet enjoyment of other Owners.
- 3.** No bicycles, rollerblades, skateboards or other non-motorized form of transportation shall be ridden except on any Street. Any such operator shall use same safely and shall not unreasonably disturb the quiet enjoyment of other Owners. This provision is not intended to prohibit children from riding tricycles, bicycles, pull carts, wagons and the like on sidewalk areas.
- 4.** No dirt, leaves or other substances shall be swept or thrown into or onto any Street, Sidewalk or Common Property.
- 5.** No clothing, rugs, mats, bedding, towels or other similar items shall be hung from any Lot, Dwelling, Courtyard Home, Townhouse Unit, window or balcony or otherwise be visible to the community.
- 6.** All trash, refuse, garbage or other waste from all Dwellings, Courtyard Homes and Townhouse Units shall be kept in sanitary refuse containers which shall be placed inside a residence or inside the garage of a residence, so that they are not visible from any Street or adjacent dwelling. No trash, refuse, garbage or other waste shall be placed or left roadside by an individual's Dwelling, Courtyard Home or Townhouse Unit except at such times and in such manner as the Association shall direct. At this time, no such container shall be placed roadside until the night prior to trash pick-up, unless an Owner will be out of town and must place his/her trash container roadside on an earlier day. Such containers shall be collected and returned to inside a Dwelling, Courtyard Home or Townhouse Unit as soon as possible following actual trash pick-up.
- 7.** No disturbing (both within and outside of a Dwelling, Courtyard Home or Townhouse Unit) noises within Cypress Island which unreasonably interfere with the rights, comforts, conveniences or quiet enjoyment of other owners shall be permitted or allowed.
- 8.** No flammable oil or fluid, including but not limited to, gasoline, kerosene, carbon tetrachloride, naphtha or benzene, explosives, fireworks or other article extra-hazardous to life, limb or property (other than nominal amounts of commercially available cleaning supplies), shall be used or brought onto any Dwelling, Courtyard Home or Townhouse Unit, without in each case obtaining the prior written consent of the Association.
- 9.** No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on any portion of the property.

10. Without prior permission of the Association, no contractor or worker shall be permitted to do any work within the Property, except for emergency repairs, between the hours of 6:00 p.m. and 8:00 a.m., Mondays through Saturdays, all day Sundays, and the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The security guard on duty at Cypress Island shall have the authority to permit reasonable exceptions to the foregoing persons such as newspaper delivery persons, express courier persons, postal mail employees, garbage collection persons, public utility workers and the like.

11. No person shall make any addition or change to the exterior of the Property without in each instance obtaining the prior approval of the Architectural Review Board.

12. All appliances and electrical equipment of any kind, however powered, installed or used within a Dwelling, Courtyard Home or Townhouse Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction. Nothing shall be done or kept on any portion of the Property which will increase the rate for the insurance maintained by the Association.

13. No trailers of any nature, campers, boats, recreational vehicles, ***VEHICLES WITH BEDS OR TAILGATES***, trucks (as defined by the State of Florida, Department of Motor Vehicles), other than four-wheel passenger vehicles or other similar vehicles, shall be placed, parked or stored upon any portion of the Property, nor any Lot, nor shall any maintenance or repair be performed upon any boat, trailer or motor vehicle of any nature, unless such placement, parking, storage or maintenance, as the case may be, is within a closed garage structure so that the same is totally removed from public view of any nature. Washing of motor vehicles shall be permitted at reasonable hours. No golf or other cart shall be parked or kept upon any portion of the Property, except in an enclosed garage. Notwithstanding the foregoing, service and delivery vehicles may park on a temporary basis on a Street during regular business hours in order to provide services or deliveries. ***No vehicle of any kind shall be parked overnight on any street.***

14. Rule #14 of the Rules and Regulations of the Cypress Island Property Owners Association, Inc. and the Boat Lift and Dockage Rules and Regulations were duly amended at a meeting the Directors held on April 2, 2002 and May 12, 2004 as follows:

Construction docks, piers or pilings, or the use or mooring of any vessels or boats within the Channel Easement shall be prohibited, except as specifically permitted in writing by the Architectural Review Board. No boats or vessels shall be docked or moored within the Channel Easement which will in any way encroach upon the property lines of neighboring property owners. Each owner of a Townhouse Unit who shall have a boat or vessel docked or moored within the Channel Easement and each owner of a Dwelling shall carry and maintain liability insurance for such boat or vessel in an amount not less than \$1,000,000. Each such owner of a Townhouse Unit or Dwelling shall supply the Association with a Certificate of Insurance certifying that such coverage is in effect and shall also supply such Certificate for each renewal thereof.

Underline is New.

15. All parking regulations and safety rules, from time to time promulgated or posted by the Association shall be obeyed. A copy thereof, as may be amended from time to time by the Association, shall be available for viewing at the guardhouse.

16. No vehicle of any kind shall be parked overnight (after 1:00 a.m.) on any Street within the Property. No off-road vehicle (defined as those electronically or gas powered vehicles without a valid State issued license tag, but excluding wheelchairs, or other devices required to assist personal for medical reasons) of any kind shall be permitted on any street within the Property. No vehicle shall be parked on any lawn or any areas other than a Street (during permitted hours), a driveway or a garage. Provided that the Association has legally complied with all requirement of Florida law concerning the towing of vehicles, such offending vehicles shall be subject to tow at the discretion of the Association.

17. No vehicle horn shall be blown upon the Property except for the purpose of preventing an accident or emergency.

- 18.** No employee of the Association, or of the managing agent for the Association, shall be requested by any Owner to perform any personal service for that Owner. Neither the Association nor the managing agent for the Association shall be liable for any loss, damage or expense that may be sustained or suffered as a result of a breach of this provision by an Owner.
- 19.** No trash, garbage, fuel, oil, sewage, human or animal waste, petroleum product or other pollutants shall be discharged into the storm drains, the intracoastal, the canal or the Channel Easement surrounding Cypress Island.
- 20.** Each Owner shall be held accountable and liable for any violation of these rules and regulations caused by the family members, guests, visitors, authorized/unauthorized tenants or occupants, agents, employees, invitees, or licenses of such Owner, nor shall any owner do or permit any act or practice to be done which may be unreasonably disturb other owners or which is contrary to any law.
- 21.** Any and all complaints regarding the management of the Property shall be made in writing to the Association in care of the Association's then managing agent. Any such written complaint(s) may be delivered to the guardhouse, in which event the on-duty guard shall be instructed to promptly forward or deliver same to the then managing agent.
- 22.** All garage doors and doorways providing access from the outside into any garage shall be closed when not in use so that the interior of the garage and the items stored within are not visible from any Street, Lot, Canal, Channel Easement or Intracoastal Waterway.
- 23.** No "garage sales" shall be permitted within the Property. No "home auctions" (i.e. the sale of household furniture, furnishing and the like conducted from within the interior confines of a Dwelling, Courtyard Homes or Townhouse Unit) shall be permitted within the Property
- 24.** Any consent or approval required of an Owner from the Association pursuant to these rules and regulations must be in writing to be effective and shall be strictly construed.
- 25.** Any Owner who desires to either sell or lease a Dwelling, Courtyard Home or Townhouse Unit must contact either the Board or the Board's then managing agent and must properly complete and submit the then current form of Application for Lease or Sale and Occupancy (the terms and conditions of which are incorporated herein as if set forth at length) which may include, among other things, a non-refundable application fee and the requirement of a personal interview.
- 26.** All provisions of the documents governing the use of the Lots and the Property within Cypress Island shall apply to all occupants of units, including all guests. Any Owner who shall permit occupancy of a Dwelling, Courtyard Home or Townhouse Unit to a guest in that Owner's absence shall give prior written notice to the Association's then managing agent, who, in turn shall notify the Association and the on-site security personnel. Such Owner shall provide the name(s) of the visiting guest(s), together with that guest(s) intended date of arrival and intended length of stay. The Association, through its then managing agent, shall have the right to obtain such additional information as the Association may reasonably require for emergency and/or security purposes. Nothing within this guest provision shall be interpreted as an "approval" by the Board of a person or persons who occupy the Dwelling, Courtyard Home or Townhouse Unit purportedly as a "guest" but who it ultimately determined to be a tenant in possession without proper approval by the Board. In such event, the Owner shall be deemed to have "failed to give notice" and the Association shall have all rights and remedies as set forth in Article XV, Section 1 (B)(3) of the Declaration or as otherwise set forth in the Declaration.
- 27.** Pets should be domestic animals only such as cats, dogs, birds, fish. Maximum number of large pets is 4 and no more than 80 pounds each. All dogs must be walked on a leash and owners must clean up after them.

28. These Rules and Regulations may be amended, supplemented, modified, repealed and/or superseded by the Board at any time and the Association reserves the right to alter, amend, modify, repeal or revoke these Rules and Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board.

29. Notwithstanding anything contained herein to the contrary, the Association, acting through its Board, shall have the right to delegate the observance, performance, or enforcement of these Rules and Regulations to its managing agent.

THE FOREGOING WERE DULY ADOPTED AS THE RULES AND REGULATIONS OF THE CYPRESS ISLAND PROPERTY OWNERS ASSOCIATION, INC. A FLORIDA CORPORATION NOT-FOR-PROFIT AT A MEETING OF THE BOARD OF DIRECTORS HELD FEBRUARY 9, 1999 AND PARAGRAPH 14 WAS AMENDED BY THE BOARD RESOLUTION *ON APRIL 2, 2002 AND MAY 12, 2004,*

CYPRESS ISLAND PROPERTY OWNERS ASSOCIATION, INC.

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL 33410

P (561)626-0917 || F (561) 626-7143

www.seabreezecms.com

CERTIFICATE OF APPROVAL

The undersigned authorized representative of **CYPRESS ISLAND POA INC.** hereby certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Address: _____

Owner(s): _____

Applicant(s): _____

This approval is given pursuant to the provisions of the Declaration, dated April 7, 1988, filed for the record dated April 14, 1988 and recorded in Official Record Book 5635, Public Records of Palm Beach County, Florida.

Applicant(s) Printed Name

Applicant(s) Printed Name

Applicant(s) Signature

Applicant(s) Signature

Date

Date

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was sworn and subscribed before me this _____ day of _____, 20_____, By: _____ who is personally known to me or who has produced a valid Florida driver's license as identification.

Notary Signature & Stamp:

This is to certify that the above named Applicant(s) have complied with the above statements and thereby obtained the approval **CYPRESS ISLAND POA Inc.**

By: _____ As: _____ Date: _____
On behalf of the Board of Directors