



CYPRESS KEYES OWNERS' ASSOCIATION, INC.

RULES & REGULATIONS

Adopted: 5/04

PREFERENCE

Commonly owned community living is a new experience for many of us and requires an understanding of its operation. With everyone's cooperation, all may enjoy the advantages of this type of living.

In order to create a congenial and dignified residential atmosphere, the Board of Directors of Cypress Keyes Owners' Association, Inc. adopted rules and regulations for the guidance of all owners, their families and guests. In general, the rules are not original with us, but are the result of our experience, the experience of other communities and the experience of our Managing Agent. These rules and regulations may not please everyone entirely, nor were they designed to satisfy individual personal desires. This would be an impossible task. From our experience, they will meet the approval of a large majority of owners and this is the only means of achieving success in community living.

Any questions, suggestions or complaints should be made to the Management Agent in writing. If the Management Agent cannot resolve them for you, they will be referred to the appropriate committee or Board of Directors. It is asked that everyone follow this procedure so that all requests may be handled in an orderly manner.

These rules and regulations are somewhat lengthy, but it is hoped that they will answer as many questions as possible at the outset. They will be reviewed periodically by each Board of Directors and any necessary amendments will be made.

It is hoped that we may have the understanding and cooperation of all owners and guests in order that we may all enjoy the benefits of community living to the fullest.

Sincerely,

The Board of Directors of
Cypress Keyes Owners' Association, Inc.

CYPRESS KEYES
RULES AND REGULATIONS

1. **Conformity and Approval of Structures**
No structure, fence, sidewalk, wall, swimming pool, or other improvement shall be placed or altered on any Lot except in accordance with the provisions of this Declaration. Prior to any exterior modification, written approval from the Architectural Review Board must be received.
2. **Subdivision of Lot.**
No Lot shall be subdivided except that the Declarant shall have the right to alter the size of any Lot prior to its sale to a third party purchaser.
3. **Alteration of Setback Lines in the Best Interest of Development.**
Where because of size, natural terrain, or any other reason in the opinion of Declarant it should be in the best interest of the development of this subdivision that the setback lines of any Lot should be altered or changed, then Declarant reserves unto itself, its successors or assigns, and no other, the right to change said setback lines to meet such conditions. Declarant specifically reserves the right to transfer and assign this right of approval to the Architectural Control Committee hereinafter established.
4. **Completion of Improvements.**
The exterior of all dwellings and other structures constructed upon any Lot must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies, or natural calamities. No building under initial construction shall be occupied until construction is completed and all necessary approval of any governmental authorities has been obtained.
5. **Residential Use of Lots.**
All Lots shall be used for single family detached residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single family dwelling constructed in accordance with the Plans and Specification hereinafter defined in Article III.

No timesharing, interval ownership, or other similar ownership scheme shall be permitted. However, Declarant or its assignee may maintain a sales office, models, parking areas and construction office upon one or more Lots until all Lots to be located within the Properties have been sold.
6. **Maintenance of Lots.**
It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on any Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. No lawn ornaments shall be placed on any Lot.
7. **Nuisances.**
No noxious, unlawful, or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot tending to cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. No trash, leaves, or rubbish may be burned on any Lot or

within the development nor shall there be maintained any plants, poultry or animals (other than domesticated dogs and cats kept as household pets), the normal activities or existence of which is any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by its Owner. Dogs shall be kept on a leash at all times except when within a home or secured area. Without limiting the foregoing, exterior lighting may not be installed so as to illuminate any portion of a neighboring Lot or to shine into any window or otherwise enter a dwelling unit located on any other Lot.

8. **Exclusion of Above Ground Utilities.**

All electrical service, TV service, and telephone lines shall be placed under ground and no outside lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed, or maintained on any part of the Properties. "Satellite dish" antennas and similar equipment with a diameter of more than twenty (20") inches in diameter shall not be allowed. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted during the construction period and until utility companies are able to place them under ground.

9. **Signs.**

No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot or improvement to a Lot except that it shall be furnished by Declarant on request of the Lot Owner, advertising a house or Lot for sale. It shall also be permissible for Declarant or Association to erect signs which identify the Development and promote the sale of properties within the Development. No other signs of any kind or design shall be allowed.

10. **Prohibition Against Business Activity.**

No business activity, including, but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office, beauty shop, or the like, or any trade of any kind whatsoever shall be carried on upon a Lot or Lots; provided that this prohibition shall not apply to business activity within a home as long as such activity does not cause increased vehicular traffic to such home and there is no exterior evidence of such activity; provided further, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said Lots or the showing of said houses for the purpose of selling houses in the subdivision. Nothing herein shall be construed to prevent Declarant from erecting, placing, or maintaining signs, structures, and offices as it may deem necessary for its operation and sales in the subdivision.

11. **Mining and Drilling.**

No derrick or other structure designed for use in boring of oil or natural gas shall be erected, placed, or permitted upon any part of the properties, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or materials of any kind be produced or extracted from the properties.

12. **Garbage Disposal.**

Each Lot Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by Declarant or the applicable governmental entity which shall be visible from the streets on garbage pick up days only. No garbage or trash incinerator shall be permitted upon any Lot. No burning, burying, or other disposal of garbage on any Lot or within the Project shall be permitted.

- (c) Bottles, glasses or glass objects will not be permitted in the swimming pool area at any time. Broken glass can cause serious injury. If glass should fall into the swimming pool, the result will be the closing of the pool for an extended period of time for draining and cleaning. For everyone's safety, it is requested that the Managing Agent be notified at once should any glass objects be seen in the pool areas.
- (d) From time to time, the pool must be thoroughly cleaned by the pool contractor and at such times, the pool and the surrounding area may be closed. Every attempt will be made to perform this cleaning service during the early morning hours so as not to interfere with normal use.
- (e) All children under 13 years of age must be accompanied by an adult during the child's entire stay in the pool area. Diapered children are not to be allowed in the swimming pool at any time.
- (f) Portable (battery powered) transistor radios, record players or television sets may be played in the pool deck area provided they are played at a low volume so as not to disturb others.
- (g) Running and excessive noise in the pool deck area will not be permitted at any time. This conduct is dangerous and annoying to other residents. This rule will be strictly enforced.
- (h) Urns are provided for cigarette disposal and trash receptacles are available. Please use these facilities to help keep the pool areas attractive. Be courteous of your neighbors by cleaning up after yourselves pool side and bathrooms.
- (i) At no time are pets allowed in the pool or pool area.
- (j) No rafts or floats are allowed in the swimming pool, except if utilized as a swimming aid.
- (k) All bathers are requested to be dressed in proper swim attire, cut-off jeans are not allowed as unraveling fringe can damage the filtration equipment.
- (l) Diving is not allowed in any portion of the swimming pool.
- (m) All Owners, residents and guests are cautioned that they use the swimming pool, its equipment and facilities at their OWN RISK. The Cypress Keyes Owners' Association does not assume any liability for personal injury and neither is responsible for the loss of personal property of Owners, residents and/or their guests.

13. **Temporary Structures.**
No structure of a temporary character shall be placed upon any Lot at any time; provided however, that this prohibition shall not apply to shelters used by contractors during construction of the main dwelling house, it being clearly understood that the latter temporary shelters may not, at any time, be used for a residence or permitted to remain on any Lot after completion of construction.
14. **Trailers, etc.**
No trailer, motor home, tent, barn, camper, commercial vehicle, greenhouse, flat house, lean to, tree house, children's playhouse, or other similar outbuilding or structure shall be placed on any Lot at any time either temporarily or permanently, unless permitted in writing by the Architectural Review Board.
15. **Storage Receptacles.**
No fuel tanks or similar storage receptacles may be located on any Lot (with the exception of small portable tanks for supplying fuel to gas grills and gas fireplaces).
16. **Clotheslines.**
No clotheslines or drying yards shall be located upon the premises so as to be visible from any Common Area and any adjoining property or Lot.
17. **Water Systems.**
No individual water supply system shall be permitted upon the premises with the exception of shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects, including the pump and the covering or screening thereof, by Declarant, its successors and assigns, prior to installation.
18. **Off-Street Parking.**
A minimum of two (2) parking spaces per dwelling unit shall be provided and maintained on each Lot. Owners shall not park their automobile or other vehicles on the streets or Common Areas in the subdivision. No travel trailers, mobile homes, camper, or habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks larger than one ton, commercial vehicles, or boat trailers or boats shall be kept, stored, or parked overnight, either on any Common Area, any streets, or any Lot, except within enclosed approved garages or sheltered from view from neighboring Lots and adjacent property.
19. **SWIMMING POOL:**
The swimming pool is subject to the following general regulations. The pool area has appropriate signage indicating the hours of operation and any special regulations relative to the specific pool operation. Please refer to the signs at each pool.
- (a) The swimming pool facility is limited to residents and resident guests of Cypress Keyes only. The pool opens at 9:00 AM and closes at 11:00.
 - (b) ALL residents or guests **must have the identification bracelet** when using the pool or pool area. One identification bracelet is required per group at the pool. People without the identification bracelet will be asked to leave the pool area immediately.

EXHIBIT "C"

**CYPRESS KEYES OWNERS' ASSOCIATION, INC.
VIOLATION FINE POLICY
RESOLUTION**

WHEREAS, ARTICLE III C, SECTION 1 OF THE ASSOCIATION BY-LAWS GRANTS THE BOARD OF DIRECTORS ALL OF THE POWERS AND DUTIES NECESSARY FOR THE ADMINISTRATION OF THE ASSOCIATION'S AFFAIRS;

AND, WHEREAS, THERE IS A NEED TO ADOPT A VIOLATION FINE POLICY;

AND, WHEREAS, IT IS INTENDED THAT THIS RESOLUTION WILL ASSIST THE BOARD OF DIRECTORS TO EFFECTIVELY ENFORCE THE PROTECTIVE COVENANTS & RESTRICTIONS AND THE RULES AND REGULATIONS OF THE ASSOCIATION;

AND, WHEREAS, ARTICLE III C., SECTION 4., GRANTS THE BOARD OF DIRECTORS THE POWER TO IMPOSE REASONABLE FINES WHICH SHALL CONSTITUTE A LIEN UPON THE PROPERTY OF THE VIOLATING OWNER;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS HEREBY ADOPTS THE FOLLOWING VIOLATION FINE POLICY RESOLUTION;

- 1) INITIAL VIOLATION LETTER SHALL BE ISSUED WHEN VIOLATION IS OBSERVED GIVING NOTICE OF THE INFRACTION, ALLOWING 15 DAYS TO CORRECT THE INFRACTION;**
- 2) SECOND VIOLATION NOTICE, SENT VIA CERTIFIED MAIL, SHALL BE ISSUED AFTER THE INITIAL 15 DAYS ARE EXHAUSTED, GIVING NOTIFICATION THAT A PENALTY UP TO \$200 PER DAY AS DETERMINED BY THE BOARD OF DIRECTORS WILL BE LEVIED IF THE VIOLATION IS NOT CORRECT WITHIN 10 DAYS OF THE DATE OF THE SECOND VIOLATION NOTICE, AND/OR IF A WRITTEN REQUEST IS NOT RECEIVED BY THE BOARD OF DIRECTORS REQUESTING A HEARING;**
- 3) THE PENALTY WILL BE APPLIED AGAINST THE HOMEOWNER'S MONTHLY ASSESSMENT ACCOUNT, AND COLLECTED IN THE SAME MANNER AS THE MONTHLY ASSESSMENTS;**
- 4) IF THE VIOLATION IS NOT CORRECTED WITHIN 60 DAYS OF THE INITIAL VIOLATION LETTER THE INFRACTION WILL BE TURNED OVER TO THE ASSOCIATION'S ATTORNEY FOR RESOLUTION WITH A LIEN BEING PLACED UPON**

THE LOT, WITH THE OWNER RESPONSIBLE FOR ALL LEGAL FEES THAT MAY BE INCURRED;

IN WITNESS WHEREOF, THE UNDERSIGNED DIRECTORS OF THE ASSOCIATION, BY AFFIXING THEIR RESPECTIVE SIGNATURES HEREIN BELOW, ADOPT, RATIFY AND APPROVE THE AFORESAID RESOLUTION AND CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF THE RESOLUTION DULY ADOPTED ON THE DATE HEREIN INDICATED.

DATE: _____

DIRECTOR: _____

DATE: 2-24-04

DIRECTOR: [Signature]

DATE: 2-24-04

DIRECTOR: [Signature]

DATE: 2-24-04

DIRECTOR: Robert E. Lukom

DATE: 2-24-04

DIRECTOR: J. L. Herald