I/WE ACKNOWLEDGE THAT I/WE RECEIVED, THE AMENDED PAGES (D 12-13) OF THE 2024 RULES AND REGULATIONS FOR BLUE CYPRESS GOLF AND RV RESORT CONDOMINIUM ASSOCIATION, INC. APPROVED BY THE BOARD OF DIRECTORS ON NOVEMBER 18, 2024. ALL OWNERS OF RECORD MUST SIGN.

PRINTED NAME	SIGNATURE	DATE
PRINTED NAME	SIGNATURE	DATE
PRINTED NAME	SIGNATURE	DATE

SIGNED FORM MUST BE RETURNED TO THE ASSOCIATION OFFICE

MAIL TO:

BLUE CYPRESS CONDO
13801 US HIGHWAY 441 SE #288
OKEECHOBEE, FL 34974

OR E-MAIL:

bcgolfandrv@earthlink.net

RULES AND REGULATIONS

BLUE CYPRESS GOLF AND RV RESORT CONDOMINIUM ASSOCIATION, INC.

A 55+ Community

THIS EDITION IS IN MEMORY OF CYNTHIA YODER

RULES COMMITTEE – CHAIRPERSON

REVISED EDITION

APPROVED BY THE BOARD OF DIRECTORS

September 16, 2024

EXHIBIT D

RULES AND REGULATIONS FOR BLUE CYPRESS GOLF AND RV RESORT CONDOMINIUM ASSOCIATION, INC

The Board of Directors of Blue Cypress Golf and RV Resort represent the owners of the resort. The following rules and regulations have been established and are enforceable for all owners, tenants and guests. All residents are bound by our Declaration, By-Laws and these Rules and Regulations.

I. DEFINITIONS

A. Association – Refers to Blue Cypress Golf and RV Resort Condominium Association, Inc.
B. Member/Owner – Any person, corporation or other legal entity owning a condominium unit.
C. Resident – Residents are owners, tenants and their guests.
D. Renter – a non-owner who is renting an owner's unit.
E. Recreational Facilities – This includes, but not limited to, The Clubhouse, Golf Course, Pool Complex, Shuffleboard Courts, Pétanque Courts, Pickleball Courts, Horseshoe Pits, Boat Parking Area and Lakes, etc.
F. Park – Blue Cypress and RV Resort, including all common grounds.
G. Unit – A part of the condominium property which is exclusively owned.
H. RV – A recreational vehicle is a travel trailer, park model or motorhome.
I. Mobile Home – a structure, transportable in one or more sections which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling. (see Florida statutes 320.01)
J. Park Model/Trailer – a transportable unit has a body width not exceeding 14 feet and built on a single chassis total area of the unit when in set up mode 400 to 500 sq. ft. (classed as an RV per 2017 Florida Statute 320.01, F.S. Title 23).
K. Boat – any watercraft.

II. OCCUPANCY

A. Each site shall have one recreational vehicle (RV), and such other improvements as are authorized in these Rules and Regulations.

1. A recreational vehicle (RV) shall be a "Park Model", a modern travel trailer, motorhome, or similar type of recreational vehicle. Specifically prohibited shall be the following:

a. Mobile Homes
b. Any tent-type folding trailers or folding tents, whether or not on wheels.
c. Pop-up travel trailers
d. Pick-up campers
e. Miniature Homes aka: Tiny Homes on Wheels

2. All new and used park models or travel trailers brought into the park or moved from one site to another within the park must be inspected and approved by the Architectural Committee and BOD based on the following criteria before it is installed.

    a. All windows and doors are in operating condition with glass and screens in place.
    b. The existing floor system is in an acceptable state.
    c. The roof does not appear to have any leaks.
    d. All plumbing fixtures are in place and in working order.
    e. The heating appliance and duct system are in place and in good working order.
    f. The distribution panel and breakers are in working order.
    g. The required smoke detector is in place in front of sleeping room/area.
    h. Siding is compatible with surrounding units and in good condition.
    i. The unit must comply with all resort rules and regulations, and other governing documents.

3. All units that have not been moved out of the park for 2 consecutive weeks during a 7-month period must be anchored down according to Okeechobee County regulations and skirted, with the exception of motorhomes. All skirting must be pre-finished aluminum, vinyl, or Hardie board **(lattice is not approved skirting).** 5th wheel RV's must have their towing tongues removed or skirted. The tongue of the RV must point to the road.

III. CONDITION OF SITE

Owners and renters must maintain their site in a neat, clean and orderly condition year-round. This includes removal of weeds on the site and dirt, mold, and mildew from the RV and any other structure.

All landscaping requires protective curbing. Cement, masonry, pressure-treated lumber or pavers are recommended to allow the lawn service to mow without damaging your plants. There must also be protective curbing or barrier around your unit to protect your skirting.

a. No planting on common elements (land) except as allowed in b and c.
b. Resort lakes are common property. Any proposed lake structures must be approved by the Board of Directors. Approved fish structures may be put in resort lakes with restrictions after Board approval.
c. There is a 5-foot setback around all resort lakes that is common property. Proposals for shoreline and "in the water" planting of approved native vegetation is to be submitted to the Board of Directors. A list of acceptable native vegetation species and planting directions and restrictions is available from the Lake Restoration Committee or the Association Office.
d. **No watering of lawns with drinking (potable) water.** Sprinkler systems must use irrigation water.
e. Mowing the grass is the responsibility of the Association.

f. **Yard ornaments must be removed for lawn maintenance –** Failure to remove ornaments for mowing will result in no lawn service to the owner's site.
g. Trees, shrubs, and flower beds are the responsibility of the site owner year-round. In the owner's absence, arrangements must be made to have trees and shrubs trimmed and flower beds weeded and maintained.
h. **No outdoor storage including non-functioning vehicles, boats or golf carts.** No appliances may be placed outside such as washers, dryers, refrigerators, freezers, etc. Functioning bicycles, barbeques and smokers are permitted.
i. Fences or Partitions – two or more poles or other upright material connected by rope, chain, and landscaping, etc. that prevent movement from one lot to another or interferes with resort mowing, maintenance or the resort aesthetics are not permitted.

IV. SECURITY/REGISTRATION

A. To ensure security for all residents and to facilitate matters in the event of any emergency, each occupant must be registered and must notify the Association Office of their arrival and departure.

B. NON-OWNERS/RENTERS

1. NEW RENTERS – A Rental Package must be provided to the prospective renter by the lot owner or by calling the office and providing an email address. All forms in the package must be completed and returned by mail to the Association Office 30 days prior to the rental check-in date. Must include a check for the $100 background check fee, a copy of driver's license(s) of all anticipated occupants, and pet information including photo. If the renter is bringing their personal RV, make, model, year and a photo must be submitted.
2. PRIOR PRE-APPROVED RENTERS must notify the Association Office of your return visit date. Must complete the registration form and pay a $30 fee at check-in. Must submit updated pet records.
3. GUEST OR FAMILY MEMBER STAYING WITH AN OWNER OR RENTER must complete guest registration form upon arrival. If bringing a pet, pet information including photo and proof of vaccination must be submitted.

The mailbox will not be opened for use until the renter is properly registered and all fees paid.

V. CLUBHOUSE, POOL, AND COMMON ELEMENT USE

A. **RULES** – The rules regarding use of each facility are posted in the respective area and must be observed by all users of these facilities. Recreational facilities of the resort are primarily for the use and enjoyment of the residents. Therefore, the use of such facilities by guests is limited. Guests must always be accompanied by a resident when using any recreational facility. The residents of each site are allowed to have four guests use the facilities at any one time. Use of any common element is at the user's own risk.

B. **POOL** – All owners, renters and guests must follow all pool rules, posted, written or implied.

C. **LAKES** – No marina shall be operated in or around the lakes and canals adjoining the resort. No wake, idle speed only (closed throttle) in all resort lakes and canals.

D. **FISHING** – Fishing is allowed in the resort lakes, Florida Fish and Wildlife laws apply. Largemouth Bass in our lakes are "Catch and Release" only. Fish must be cleaned at the fish cleaning station (Fish House). Absolutely no cleaning of fish at RV sites or throwing fish remains in the dumpster, lakes, or down drains. Freezers are provided in the Fish House for fish remains. Put them in a plastic bag and the maintenance personnel will dispose of them. No fishing is allowed in the golf course ponds.

E. **USE OF THE CLUBHOUSE**

1. Priority for clubhouse use:
    a. Scheduled Association activities or Special Meetings.
    b. Approved Individual Unit Owner's private events.
    c. The Clubhouse is not available to outside groups.

2. When available, owners may reserve the Clubhouse and assume all responsibility for the actions of their guests or renters and the care and condition of the facility. A cleaning deposit of $150.00 is required prior to a private event setup. Before each private event a Blue Cypress Social Club officer and the owner will inspect the condition of the Clubhouse and inventory. At the conclusion of the event the condition of the Clubhouse and inventory will be checked again. If the inventory is intact and the condition of the facility is returned to its original condition, including all trash emptied and taken to the dumpsters, lights turned off and the thermostats reset the deposit will be refunded. Any missing inventory, needed cleaning, damage to the facility, equipment or failure to follow the guidelines will result in additional costs being deducted from the owner's deposit. If the costs are greater than the deposit the additional costs will be charged to the owner. All funds collected will be deposited in the Association's general fund. **SMOKING IN THE CLUBHOUSE IS NOT PERMITTED.**

3. No deposit is required for Association events and activities.

4. Private Events, put on by an owner, must be scheduled through a Social Club officer and approved by the Board of Directors.

5. No event can be scheduled that is not being organized by an owner. This includes any event in the clubhouse, pool, pétanque courts, pickleball courts, horseshoe pits and golf course.

6. **Bulletin Boards** - Board meetings, Committee meetings, Member meetings, Board meeting date changes, and any other activity requiring notice by F.S. 718 will be posted in the following areas in addition to our website under Association Notices:

   a. To the left of the entrance to the Clubhouse's front door.
   b. Entrance door to the Mail Room.
   c. Left side of the door at the Association Office.
   d. Large board to the right of the mailboxes may be used for park notices, community notices, notices of illness/death of an owner, etc., please remove promptly.
   e. The Social Club is responsible for the bulletin board in the Clubhouse hallway by the bathrooms as well as the large board to the right of the mailboxes.

F. **GOLF COURSE MEMBERSHIP OR FEES:**

Golf Course memberships, 10-play cards or daily fees are required to play golf at Blue Cypress. Golf fees are payable in the Association Office.

Only golfers are allowed on the golf course. Cutting across the golf course is not permitted.

No pets allowed on the golf course.

VI. BOAT PARKING AREA

The boat parking area is for boats owned and registered to the owners of lots in the resort. The Association is not responsible for damage or theft of any boat or equipment parked in this area. Owners may park only one boat per lot owned.

A. All boats must be registered in the Association Office. All boats must have a current registration number on the boat. The registration number will be listed on the registration form in the office and will be used by the Boat Parking Committee to identify the boat's owner when needed. The owner's lot number must be clearly marked on the front of the trailer in 3-inch numbers. Owners will receive a copy of the Boat Parking Area Rules and sign a liability waiver indicating that the resort is not responsible for the boat.

B. Boat parking is on a first come, first served basis. Owners parking their boat in the boat parking area will keep that parking spot for the season unless the boat is sold, disabled or removed for more than two weeks. Owners cannot leave their boat in the boat parking area from one season to the next. First come, first served is for all owners, not just owners that live year-round in the resort. The size of the boat parking spot is ½ the area between the 4x4 posts.

C. Boats cannot be tied to the electrical outlet posts. There are steel anchors in the ground just below the surface of the grass/dirt. Boats cannot extend over the grass and block the mowers and maintenance.

D. The first parking spot next to the ramps is for temporary parking while loading or unloading your boat. The first parking spot in the canal is for getting in and out of your boat. These spots are to be left open.

E. The maximum length of a boat parking in this area is 24 feet, measuring from the tip of the boat to the end of the motor or any accessory extending out the back of the boat. The tongue of the trailer is not part of the boat measurement.

F. Owners parking their boat in this area are responsible for keeping their area clean. Storage equipment or anything else outside of the boat is prohibited. Boats and trailers must be kept clean and in working condition.

G. There is parking for two tow vehicles and their boat trailers between posted signs. They are for owners that keep their boats on their lots. Do not block this area with vehicles, trailers or boats.

H. All boat owners are entitled to use the electrical outlets whether their boat is in the canal or parked in the lot. The owner is responsible to remove extension cords or other equipment blocking the mowers or maintenance of the parking area.

I. Boat parking is located on both sides of the maintenance building and between the tee box for hole #4 and the day parking sign. If you choose to leave your boat in the canal, it is recommended that your trailer be parked on your site.

J. Owners leaving the park for vacation or for the summer **MUST** move their boat and trailer to their lot and tie them down.

K. The boat parking area is "common property". The Association is responsible for maintaining common elements. Boats and trailers will be moved to perform maintenance.

VII. PETS

A. **Pet Registration** - All pets **MUST** be registered in the Association Office each year. Two pets maximum per unit. Only dogs, cats and caged birds are allowed. **Proof of rabies vaccination and photo required.**

B. Service/Emotional Support Animal; Documentation Form for the animal must be completed and returned to the Association Office each season.

C. All pets must be collared, on a leash not to exceed 10 foot long when outside and kept under control by an adult at all times. Pets **MUST** never be left outside unattended. Pets may be on a lead longer than 10 foot long as long as the pet cannot go beyond all property lines or edge of the road. No dog houses or cages are permitted outside.

D. Pets can be walked in many locations throughout the park - on and along the roadways within the park, along 441 by the golf course, along the canal by the maintenance building and along the farmer's fence on the north side of the resort. No pets allowed on the golf course, inside the clubhouse areas, office, pétanque court area, pickleball courts, pool area or shuffleboard court area. Pet owners **MUST** pick up after their pet(s).

E. **Continuous, frequent or excessive dog barking is an annoyance and nuisance and is not permitted.**

F. Pet owners will be responsible for any damage or injuries caused by their pets.

G. Prohibited breeds: Chow, Doberman, Akita, Pit Bull, Rottweiler, and German Shepherd, Great Dane, Wolf or Wolf Breed or any mix breed of the listed breeds and another breed.

VIII. MOTOR VEHICLES, RV'S AND TRAILERS

A. **All motor vehicles, RV's and trailers must be parked entirely on the concrete or paver portion of the resort site.**

B. **Minor mechanical repairs to your personal vehicle** are permitted. A 48-hour time frame will be allowed to complete repairs. If repairs take longer due to parts availability or weather, inform a Board member of the reason for the delay and the additional time needed. The resident is responsible for any hazardous waste disposal, or any issues caused by the repair. No non-drivable, non-running, disabled, or unsightly vehicles are allowed on any site.

C. All vehicles and RV's that are not tied down permanently must have a current license plate and registration.

D. One watercraft per site. One utility/cargo trailer (**maximum length 16' feet**) permitted per resort site. Two golf carts permitted per site.

Three licensed motor vehicles* permitted per resort site (vehicles include: automobiles, pickups, motorcycles). Disabled or unsightly golf carts, trailers or other vehicles are not permitted on any site.

E. **Loading and unloading a second RV:** Residents are permitted 48 hours to load or unload their second RV on their site, on concrete, pavers or the street in front of their unit. This variance is only twice annually, additional times, contact a board member. If parking on the street, you cannot block or encroach on a neighbor's property. Parking on the street requires the resident to put out orange safety cones in the front and back of the RV or use safety flashers.

F. **Headlights and Taillights are required** on bicycles, golf carts and all vehicles driven in the resort after dark.

G. **Liability insurance is required** for all golf carts, vehicles and trailers used on resort property. **(DECLARATION V 5.2)**

IX. DRIVING AND TRAFFIC

A. **Speed Limit within the resort is 10 mph.**

B. **Drivers** – A golf cart may not be operated on public roads and streets, including Blue Cypress by a person:

Who is under 18 years of age unless he or she possesses a valid learner's driver's license or valid driver's license. Anyone 18 years of age or older, unless he or she possesses a valid form of government-issued identification. (FLORIDA STATUTES 316.212(7). This includes but is not limited to cars, motorcycles, motorized bikes, etc.

C. ATV's (All terrain vehicles), dune buggies, dirt bikes, or similar vehicles are not permitted to be driven in the park.

X. LAUNDRY

A. The laundry room door must be kept closed and locked at all times. Rules are posted inside.

XI. GARBAGE AND TRASH

A. **Garbage** and other refuse must be in plastic bags and put into the dumpsters. Landscaping material/debris **MUST NOT** be put in the dumpsters. Household furniture, bedding, major appliances, carpeting, etc. **MUST** be taken to the landfill. Batteries and all hazardous materials **MUST** not be put in dumpsters. Okeechobee County has "Amnesty Day" twice a year (usually April & October) to properly dispose of such items.

B. **Trash and trash cans** are not permitted to be outside an owner's unit.

C. **Sanitary products**: facial tissues, paper hand towels, disposable diapers, personal hygiene wipes (even if labeled flushable), etc. are not to be flushed down the toilet. **Kitchen grease, or oil of any kind is not to be poured down the sink or toilet.** Any resident causing a blockage or back-up in the sewer line leading from a site will be responsible for the cost of cleaning or repairing the lines.

ADDITIONAL INFORMATION REGARDING PROTECTION OF THE SEWER SYSTEM CAN BE FOUND IN APPENDIX E.

D. **Medical Waste** - To ensure the safety of all persons in the park, medical waste, including syringes, must not be flushed down the toilet, disposed of in plastic bags or placed in the dumpsters. Syringes must be disposed of properly. Sharps containers can be purchased at all pharmacies or the Okeechobee County Health Department. Follow the directions on the container.

XII. USE OF PARK

A. **Quiet time in the resort is from 10:00 p.m. to 8:00 a.m. Power washers, construction equipment or other equipment** are permitted between 8:00 a.m. to 6:00 p.m. unless there is an emergency in effect.

B. **Commercial enterprises must not be conducted on or from any site.**

C. **Soliciting or peddling** is not permitted within the park.

D. No immoral, improper, offensive, or unlawful use will be made of a site or the park. All laws, zoning ordinances, and all regulations of governmental bodies having jurisdiction shall be observed including park rules and regulations.

E. **No nuisance** will be allowed on park property that interferes with the peaceful operation of the park. The Board of Directors will determine if said activity is a nuisance and detrimental to the park.

F. **Mining or Drilling** of wells of any nature will not be permitted in the park except for wells installed by the Association.

G. **Signs** - Only 2 types of signs are allowed per resort site:

1. One sign may contain personal data of the unit owner.

2. No commercial or business signs permitted.

3. One (1) FOR SALE or FOR RENT sign is authorized per resort site. Signs are limited to 18" x 30" and may only be displayed in the RV window, on the site utility box, or in a landscaped bed. Commercial For Sale signs must follow the above rules. Signs may be permitted on Common Property only with Board approval and for a limited time.

XIII. FLAGS AND FLAGPOLES

– One 20 ft. flagpole may be erected on a site. This is consistent with the industry standard for residential vs. commercial flag display. The American Flag must be flown in a "respectful" manner and must be flown above any other flag(s).

XIV. RESPONSIBILITIES

A. The Association will not be responsible for loss or damage caused by accident, fire, theft, or an "Act of God" or any other exclusions to any RV or personal property left by the owner or within the park's boundary.

B. The Association will not be responsible for supplies or equipment brought to the clubhouse or recreational areas for private use by any resident.

C. The Association will not be liable for any accident or injury of any person or property through their use of recreational or common property.

D. The residents and the family members, guests, or visitors use these facilities at their own risk and assume total liability.

E. Any damage to the resort or its facilities caused by any resident will be repaired at the expense of the individual responsible for the damage.

F. Using any site or amenity in the Blue Cypress Golf and RV Resort must do so in accordance with these rules and regulations and all other governing documents.

XV. GENERAL

A. **LATE FEES AND OTHER CHARGES** – General assessments are due by the first of each month. Additional general assessments and special assessments are due as determined by the Board of Directors. A late fee will be charged on any assessment not received by the 10th day of the month in which it is due, (January 10th, April 10th, July 10th and October 10th for quarterly payees, and the 10th day of each month for monthly payees). If the assessment plus the late fee is not received by the Association by the 10th day of the next month after which the assessment was due, February 10th, May 10th, August 10th, and November 10th for quarterly payees and the 10th of the next month after the assessment was due for the monthly payees). Delinquent accounts will be turned over to the Association's attorney for collection. Collection fees will apply, and a service charge will be assessed for all checks returned for insufficient funds. **(DECLARATION II 2.3)**

B. **APPROVALS, WAIVERS, AND AMENDMENTS** – Approval, when required, shall be granted or withheld by the Board of Directors at their sole discretion. The rules and regulations may be amended by the Board of Directors. Such amendments shall be effective five days after written notice thereof has been furnished to all owners and through the resort's website: **www.bluecypressgolfandrvresort.com. (BYLAW 6.2)** The Association will maintain an updated copy of the rules and regulations in the Association's office and shall be open to residents during normal Association office hours and at other reasonable times.

C. **FINES** - The Association may levy reasonable fines against an owner for the failure to comply with any provision of the Declaration of Condominium, the By-laws or these Rules and Regulations. No fine may exceed $50.00 per violation. However, a violation may be continued from day-to-day with each day being a separate violation, hence a $50.00 fine for a maximum of $1,000.00. **(BYLAW 7.2)**

APPENDIX A

RESORT SITES AND RV RESTRICTIONS: GENERAL INSTALLATION AND REQUIREMENTS AND SETBACKS.

A. **INSTALLATION** – All RV's and any attachments must be located on the original concrete slab and shall not exceed 1900 square feet under roof areas of fifty percent (50%) of the area of the site, whichever is less. One-foot side and one-foot rear overhang do not count toward the 1900 sq. ft. total.

Placement of any park model, RV or any additions must leave sufficient space for parking vehicles. No RV, utility shed, or other structure shall be located between the setback lines and the resort site border. Each resort site shall have a 5-foot front setback line, a 5-foot side setback line on each side, and a rear setback line either along the utility, water, sewer and drainage easement as shown in the condominium plat or 5 feet from rear site line, whichever is greater.

POURED CONCRETE COVERAGE must not exceed seventy percent (70%) of the total lot area. All concrete slabs must be at least 4 inches thick. Properly installed stone pavers may be installed to the resort site border, however in the event pavers or concrete or other materials pass over utility lines where repairs are necessary, the cost to replace pavers or concrete remains with the resort site owner.

B. **All NEW CONTRUCTION**, remodeling, concrete work, landscaping, paver installation, outside lights, posts, storage shed construction or relocating, etc., **require a park permit** from the Architectural Committee and approved by the Board of Directors. **It is the owner's responsibility to apply for a County Building Permit when required. All building permits must be displayed prior to the start of construction.**

1. **New construction includes but is not limited to the following:**

   a. Park Models or RV installations
   b. Florida Rooms, screen rooms or additions to RV
   c. Decks and patios
   d. Re-roofing
   e. Painting or Repainting
   f. Major alterations
   g. Docks or retaining walls
   h. Carports
   i. Air conditioning or heating installations
   j. Pavers and Planters
   k. Landscaped beds

C. ALLOWED STRUCTURES - No structure is permitted on any site other than a Recreational Vehicle capable of being connected to the sanitary facilities and electrical hook up and one utility shed and a Florida-room and/or screen room (pre-structures are permitted). Florida rooms, screen rooms and hobby rooms count as part of the underroof allowance. No free-standing screen rooms or canopies. **They must be attached to the RV using approved construction material.** All sides must be covered with vinyl, pre-finished aluminum or Hardie Board. Neutral colors in harmony with other resort sites must be used. **No ground level bath facilities, hot tubs or water closets (toilets) are allowed.** All living areas must be flood plain compliant. The maximum height of RV or other structure is 16 feet. No two-story structures are allowed.

1. UTILITY SHEDS – (Park permit required. It is the owner's responsibility to apply for a county permit when required.) Must have a 25-foot setback from the front property line, 5-foot setback from the side and back property lines. The side walls must be covered with vinyl, pre-finished aluminum or Hardie board (Hardie board as used herein means "Hardie" plank boards plain, plain with bead, wood grain, and wood grain with bead). **No steel, plastic, resin siding** or textured T-11 (wood siding) sheds allowed. Free- standing standardized sheds (permit required) may be placed on the resort site, however, in no event shall they exceed 100 square feet by 11 feet high. They must be on a concrete slab and be properly anchored with hurricane rated anchors. All **free-standing utility sheds must be approved by the Architectural Committee and the Board of Directors** prior to being placed on the resort site, including sheds which may be moved from one resort site to another.

2. CARPORTS - must be attached, meaning connected, joined or fastened to the RV with approved construction material. All carport roofs must be pre-finished aluminum. Free standing carports or coach-ports are not allowed. Not more than 1 foot overhang may protrude on side and rear setback. Front post of carport must be setback from the property line no less than 2 ½ feet. Overhang cannot be installed in front of the property line. **Carports may not be enclosed for living space.**

3. EXTERIOR ATTACHMENTS – if an exterior water softener is used, a bypass must be installed to prevent the brine from entering the sewer system.

    a. No exterior gas bottles over 100 pounds are permitted. Exterior gas bottles must be visually screened and secured with steel cable and anchored to the ground on concrete.
    b. No basketball hoops permitted.
    c. Window Air Conditioning – All window a/c must be properly installed. All exterior cases/enclosures must be painted and free from rust, corrosion and dirt. No cardboard, plastic, paper, plastic or unpainted wood will be allowed as window filler. There will be no homemade support legs allowed.

If supports are needed supports need to be commercial grade, it will be supported with the proper chain and anchored to the window frame. A/C must be maintained to keep the noise level from becoming a nuisance to others. Units can be mounted through the wall and made to be permanent. When practical, units should be in the rear of the unit and located away from the front. Plans must be approved by the Architectural Committee and the Board of Directors.

4. **BOAT DOCKS** (Park permit required. It is the owner's responsibility to apply for a county permit when required.) shall be constructed of Grade 2, or better pressure-treated .40 pine comparable quality lumber, plastic wood, or aluminum, erected parallel to the water. Docks shall not be more than 3 feet above the normal waterline. Docks shall not extend into the lakes or waterways beyond 6 feet and shall not cause a danger or impairment to boat navigation.

   Docks must be constructed and maintained to be presentable in appearance and in good repair. Poles or posts shall be no less than 4 inches by 4 inches if square and must be pressure-treated or composite/plastic wood. Poles shall be spaced no more than 4 feet on center and anchored at least 18 inches in the ground. Poles and posts shall utilize stringers of bolted 2 inches by 6 inches minimum on 16-inch centers and dock boards of 5/4 by 6 inches minimum.

   Construction and maintenance of Limited Common Elements (Docks) must be constructed, maintained, repaired, replaced or removed at the owner's expense per Declaration IV 4.6. If there is a question as to the condition of the dock the Board of Directors will make the final decision if a dock must be repaired or removed.

5. **DECKS** (Park permit required. It is the owner's responsibility to apply for a county permit when required.) cannot come back more than 6 feet onto common property. Decks and docks combined shall not exceed more than 144 square feet including walkways.

6. **RETAINING WALLS** (Park permit required. It is the owner's responsibility to apply for a county permit when required.) - shall be constructed of Grade 2, or better, pressure-treated .40 pine, plastic wood, comparable quality lumber, interlocking aluminum or poured concrete with reinforcing rods erected/installed perpendicular to the water. Concrete may be poured behind the wall. Retaining walls shall not be more than 3 feet above normal water line. Retaining walls must be constructed and maintained to be presentable in appearance and in good repair which includes the land bordering retaining walls, by the unit owner. When in doubt the Board of Directors will make the final decision if the retaining wall needs repaired or removed. Poles or posts shall be no less than 4 inches by 4 inches if square and must be pressure-treated or plastic wood. Posts should be a minimum of 3 feet in the ground tied back with galvanized cable at 4-foot intervals, with 3-foot anchors in the ground.

7. **BOAT LIFTS OR ROOF CANOPIES** of any nature are not permitted.

APPENDIX B

HURRICANE AND SUMMER PREPAREDNESS

Prior to the departure from the park for the summer or for a week or more during the hurricane season, owners must prepare their site.

1. Anyone leaving the park during forecasted severe weather conditions must have their RV tied down or remove it.
2. Tie down boats & boat trailer on the owner's site. Boats and trailers may not be left anywhere in the boat parking area when the owner is absent.
3. Golf carts must be tied down and tires blocked.
4. Removable steps must be tied down.
5. All lawn ornaments, patio furniture and unsecured items must be removed. This also includes potted plants, hoses, hanging planters and portable satellite dishes.
6. Trees must have coconuts and dead branches removed.
7. Trees, shrubs and flower beds are the responsibility of the owner. In the owner's absence, arrangements must be made to have trees, shrubs trimmed, and flower beds weeded and maintained.
8. Dwellings, sheds, driveways and walkways must be clean.
9. It is recommended that you leave a key to your RV at the Association Office or with a neighbor.
10. When leaving the park for an extended period of time, that exceeds 2 weeks, written notice must be given on the form available in the Association Office.
11. Turn off the water and hot water heater in your unit.
12. Be sure the Association Office has emergency contact information for you.
13. Keep an inventory list with you, including pictures.
14. Empty freezer and refrigerator of all perishable foods such as fish and meat.

FOR THOSE NOT LEAVING THE PARK FOR THE SUMMER: in the event of a predicted hurricane, if the authorities mandate an evacuation, our sewer/water plants will be shut down. Therefore, the Association will not be responsible or liable if you choose not to heed the warnings and stay in the park.

APPENDIX C

MAIL PROCEDURES

1. Mail will be placed in mailboxes for owners of record and properly registered renters only. Guests must register at the office prior to receiving mail or packages delivered by the U.S. Post Office.
2. New or replacement mailbox keys are provided for a fee upon request at the Association Office.
3. When leaving the park for an extended period of time, written notice must be given to the Association Office on the form provided. Mailing labels for forwarding must be provided or the office will provide them for a fee.

4. When returning to the park after an extended absence, you must notify the Association Office at least one week prior to the anticipated date of return so the mail room can stop forwarding mail.
5. When leaving the park for a short period of time, mail personnel should be notified of the anticipated dates of absence so that mail will be "held" until the recipient returns.
6. Mail should be picked up daily.
7. If you have a package in one of the 8 big boxes, it is important to check daily. Boxes will be needed for others the next day. Lock the door and leave the key in the lock after removing your package.
8. All incoming mail and packages must have the lot number on it. Notify your home post office to include your Lot Number when forwarding mail here.
9. Also, be sure to notify the sender of your lot number when ordering packages to be delivered here. If the company offers a second line for address, put lot number on the second line. This is especially important if the package is delivered by Fed Ex or UPS. Since our official mailing address is long, sometimes part of the lot number gets cut off. For example, a package for lot 275 is delivered to lot 27. This happens frequently.

APPENDIX D

ANTENNAE (FCC RULE 47 C.F.R. SECTION 1.4000)

A. **Antennae** – The Resort permits the installation of an antenna to receive direct broadcast television signal or satellite, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, subject to certain safety and aesthetics restrictions and standards.

B. **Mast** - When utilizing a mast with the antenna, the mast must be mounted to the RV and/or the unit's concrete pad by braces to ensure the stability and security of the mast. There should be a brace at the top and bottom of the RV unit, or one at the top of the RV with the bottom being anchored to the unit's concrete pad. This is to ensure conformity in the community and safety and the security of the mast and antenna in the resort. Additionally, this rule helps ensure that masts and antennae in the resort are safe and secure from dangerous weather events, including hurricanes, tropical storms, thunderstorms and other high wind and lightning. As an exception, for those members with motor homes or travel trailers who live in the resort for less than six months out of the year, the mast may be secured to a utility shed or single post and removed when leaving.

C. **Height** - The overall height of the antenna, including any mast, may not exceed 12 feet above the lowest point of the roof line. If normal broadcast reception (the reception of the other homes in the area) or an acceptable quality signal cannot be achieved without a higher mast or other needed modification, the owner is required to provide the Board with proof and notify the Board of the requested variance.

The height restriction is implemented to ensure conformity throughout the community and safety purposes. The Board is attempting to limit personal and physical damage should a dangerous weather event such as a hurricane, tropical storm, or thunderstorm cause any mast and antenna to fall down and become airborne.

D. **Location** - The placement of the antenna should be in the back or sides in the rear of the unit in order to ensure conformity and maintain the aesthetic appeal of the resort. If normal broadcast reception (the reception of other homes in the area) or an acceptable quality signal cannot be achieved at the required location, the owner shall provide the Board with proof and notify the Board of the requested variance.

E. **Additional Equipment** - For aesthetic and conformity purposes throughout the resort, no additional items or equipment shall be permitted on any antenna or mast, unless that item or equipment is necessary to receive **direct broadcast television signal or satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.** This prohibition includes but is not limited to any other type of devices, support cables, additional support poles, antenna towers, guy wires, free standing masts, masts secured to stand alone utility sheds, posts or poles. However, a temporary tripod antenna that can be stored out of site may be utilized in season of each year. No post, pole or mast may be placed that impedes lawn mowing and landscaping services.

F. **Damages** – Owners should consult with Blue Cypress Golf and RV maintenance personnel and a utility locator before cutting, digging, or driving a mast, into the ground or through the RV's concrete pad in order to locate waterlines, sewer lines, or other utility lines that may be present. Any damage caused to resort property or service is the responsibility of the owner to have it repaired at the unit owner's expense.

APPENDIX E

ADDITIIONAL INFORMATION REGARDING PROTECTION OF THE SEWER SYSTEM

ALL OF THESE ITEMS CAUSE PROBLEMS AT OUR SEWER PLANT

1. Grease or oils of any kind
2. Sanitizing wipes, disposable hand wipes
3. Sanitary napkins, tampons, tampon applicators
4. Condoms or latex products of any kind
5. Disposable diapers
6. Paper towels
7. Bandages of any kind
8. Dental floss
9. Hair
10. Cigarette or Cigar butts
11. Coffee grounds

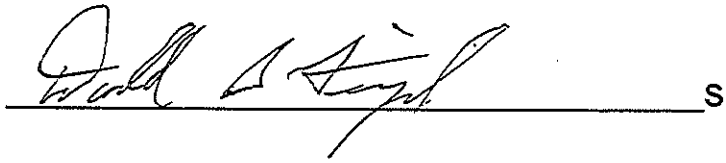
12. Kitty litter
13. Chemical cleaners of any kind
14. Plastics
15. Dryer sheets
16. Paints
17. Garbage
18. Anything that is not biodegradable

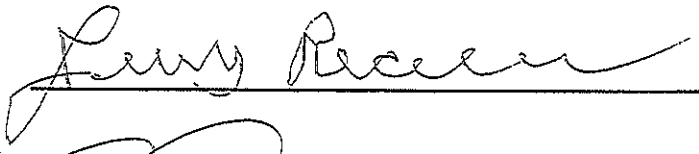
THIS EXHIBIT "D" REPLACES ALL PREVIOUS EDITIONS OF ANNEX "D" OF THE BLUE CYPRESS GOLF AND RV RESORT RULES AND REGULATIONS IN CONJUNCTION WITH THE DECLARATION AND BYLAWS LAID OUT IN THE BLUE CYPRESS PROSPECTUS DATED 1992 AND AS AMENDED

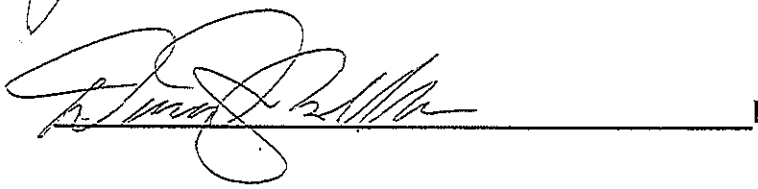
BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF BLUE CYPRESS GOLF AND RV RESORT THAT THE 2024 RULES AND REGULATIONS ARE AMENDED BY THE BOARD OF DIRECTORS THIS NOVEMBER 18, 2024.


PRESIDENT


VICE PRESIDENT


SECRETARY


TREASURER


DIRECTOR