

## **CYPRESS ISLAND CONSTRUCTION AND CONTRACTOR REGULATIONS**

Effective: August 28, 2015

**APPLICATION:** The following rules and regulations for contractors and construction (“CCRR”) shall apply to all requests for construction which have obtained the required approval of the Architectural Review Board (“ARB”) and/or projects approved by the Cypress Island Property Owners Association, Inc. (“POA”) in and for the community known as Cypress Island.

**DEFINITIONS:** The term “contractor” also means a sub-contractor or any licensed professional performing services or delivering materials in Cypress Island. The term “construction” shall apply to residential structures related improvements including landscaping, and shall include any work to demolish or remove these improvements. The term “work” shall mean all construction and related activities required to complete a request approved by the ARB or a project approved by the POA.

### **IDENTIFICATION OF CONTRACTOR AND CONSTRUCTION SITE: (to be completed for each approved request or project):**

The Owner and Contractor named below certify to the Association that the Contractor has been hired by the Owner whose property is located at \_\_\_\_\_ (“Construction Site”) to perform the work approved by the ARB and/or the POA.

The Contractor has or shall provide the Owner and POA with a list of all sub-contractors that will be working at the Construction Site prior to any construction. The POA shall have the right to deny access to any person not included on this list. The Owner agrees not to grant permission for access to any sub-contractor who is not on this list without prior written notification to the Association. The Contractor shall update the sub-contractor list with the POA as may be necessary during the course of the work.

### **CONSTRUCTION SCHEDULES:**

1. Monday thru Saturday –Work including construction may commence only after 8:00 am. Any Contractor creating a disturbance causing complaint while working on a Saturday will immediately cease all work for that day at time of oral notice by an agent or representative of the Association. No construction or landscape work will be permitted on Sundays. Owner and his contractor may secure the location to assure no further damage may occur. (ex. Installation of a tarp to stop water intrusion)
2. Contractors must exit the community by 6:00 pm.
3. All contractors called in by a resident for service shall be granted access 24/7 for emergency purposes, as long as no disturbing noises interfere with the rights, comforts, or convenience of Owners.
4. No work on following Holidays or observed Holiday: New Years, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving & Christmas Day.
5. Construction will be limited to interior renovations from December 24<sup>th</sup> thru January 2<sup>nd</sup> to avoid inconveniencing other Members and their Guests during the holiday season.
6. Exceptions will be considered where special circumstances exist.

### **CONSTRUCTION SITE REQUIREMENTS, REQUIRED PRIOR TO ANY WORK OR DEMOLITION:**

1. Fencing-When Requested by the Owner or Required by the ARB:
  - A. 6’ (six foot) chain link fence, with top rail, must be placed around the entire improvement area. A plain green mesh screening, covering from top to bottom, is to be used to soften the fence and to secure debris. Small holes may be cut into the screening to allow airflow and to prevent the fence from blowing over.
  - B. The fence plan shall be submitted to the ARB prior to construction and may be modified by the ARB or its representative should there be any deficiencies.
2. Rear yard fencing-when requested:

- A. 2' to 3' tall solid filter fabric at edge of seawall or edge of property line. Black, no lettering.
- 3. Port-o-let screening: Within 24 hours of being placed on sight.
  - A. 8' solid stockade fencing on three sides.
  - B. Door opening facing towards rear of lot.

**CONSTRUCTION PARKING:**

- 1. Neighboring lots may not be used for parking, storage or dumping of any construction debris, trash or similar items without the neighboring Owners' prior written permission.
- 2. Construction parking will be confined to the subject lot, available street space at the curb in front of the subject lot, or off Cypress Island property. If and when requested by the Association, the Contractor shall provide the POA with a parking plan to establish compliance of the vehicles and equipment required for the project with these restrictions.

All permitted vehicles related to the construction project must have an up-to-date construction gate pass – each pass is \$25.00
- 3. No parking allowed in the Marina unless the POA member owns a slip and has prior written approval from the Dockmaster.
- 4. No construction vehicles or equipment are to be left overnight.
- 5. Any damage to roadway, sod, or curbing during construction will be repaired immediately by contractor or at such other time designated by the Cypress Island management company.
- 6. Flagman/Flagmen will be required, at the discretion of the POA or its Security, to control overflow parking and traffic.
- 7. The POA reserves the right to stop construction until such time as it deems in its sole discretion that parking/traffic issues have been remedied. The POA shall not be liable to the Owner or Contractor for damages or otherwise if it elects to exercise this right to stop construction.
- 8. Illegally parked vehicles and equipment will be ticketed and/or towed.

**CONSTRUCTION SITE MAINTENANCE:**

- 1. Construction site maintenance is required so that all construction sites are maintained in a clean and orderly fashion throughout the construction process.
- 2. Streets must be swept on a nightly basis to achieve a broom clean and free of debris appearance.
- 3. Dumpsters must be emptied when debris reaches the top edge of dumpster.
- 4. No materials on common property. Any debris must be removed daily.
- 5. A nail wand must be used on a daily basis on all roadways adjacent to construction.
- 6. In the event of inclement or severe weather, up to and including hurricanes, the contractor is responsible for securing all construction site material. Failure to do so may end up in fines and or loss of deposit.

**CONSTRUCTION SITES AND GENERAL PROVISIONS:**

- 1. Contractors are not permitted to play radios or other music sources at the Construction Site.
- 2. Contractors are not permitted to have alcoholic beverages, firearms, family members, personal friends, dogs or pets of any kind at the Construction Site while they are performing Work permitted under these CCRR.

3. To the fullest extent permitted by law, the Contractor "Doc Box" must be hidden behind the temporary green construction fence.
4. Proper attire shall be worn at all times on the property.
5. Contractors are not allowed to fish, swim or play in any of the waterways.
6. Employment interviews shall not be done at the construction site.
7. Security personnel reserve the right to inspect the contents of any vehicle entering and/or leaving Cypress Island
8. The Contractor shall comply with all provisions of the ARB and POA rules and regulations including these CCRR. Any individual violating the provisions of these regulations or the ARB and POA's rules and regulations or governing documents will be asked to leave the property. A second violation may result in future access being denied. The POA shall not be liable for any damages to the Owner or Contractor if access to such individual is denied.
9. Contact for violations will be ~~Jupiter Management Peggy Green office 561-749-4007 cell 561-214-0642~~  
Sea Breeze Management Mark Hargrove at 561-626-0619
10. The Owner shall also be required to enter into the Cypress Island Standard Owner Addendum ("Addendum") with the POA prior to the commencement of any approved request for "major" interior renovation (as determined by the ARB), teardown of existing improvements, construction of a new home, addition to an existing home, any project involving the roof of a home or any request/project involving more than \$20,000.00 in Work or improvements. The Addendum shall be considered an agreement in all respects.
11. Contractor agrees to maintain or procure comprehensive general liability insurance until the Work contemplated by these CCRR is completed in an amount not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 in the aggregate. Contractor shall provide proof of this insurance coverage in the form of a certificate of insurance to the POA prior to commencement of the Work.
12. All conditions that may have been required by the ARB for any construction shall apply to any work performed under these CCRR and any violation of those conditions shall also constitute a violation of these CCRR.
13. If the ARB Approval indicates that permits from Palm Beach County or any other permitting agency is required for the Work then the appropriate permits for the Work from these other entities ("Additional Approvals") is required with copies of these Additional Approvals to be provided to the POA prior to the commencement of the Work. The Work must comply with these Additional Approvals and any conditions attached to them and any failure to comply with them shall be a violation of these CCRR.
14. The POA and/or ARB shall have the right to enforce compliance with these CCRR, any work approved by the ARB or the Additional Approvals, if applicable.

The Contractor and Owner named below by signing below certify to the POA and ARB that they have read the foregoing CCRR and agree to abide by them and any approval for the work given by the ARB or POA.

Contractor: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Owner: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Date: \_\_\_\_\_

Owner: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_