

# RULES AND REGULATIONS

CYPRESS BEND CONDOMINIUM IV ASSOCIATION, INC

POMPANO BEACH, FLORIDA 33069



Revised and Adopted: June 18, 2020

# TABLE OF CONTENTS:

## **MANAGEMENT DIRECTORY:**

**Directory of Services (Contact Numbers).....ii**  
**Insurance Verification for Commercial and Flood Policies.....ii**

## **RULES AND REGULATIONS:**

**Introduction.....1**  
**Section A: Applying to Everyone Owning or Living in CBIV.....3**  
**Section B: Applying to Individual Units in CBIV.....12**  
**Section C: Affecting the Common Areas of CBIV.....16**  
**Section D: Recreational Areas (Pool/Spa, BBQ, Tennis Courts).....19**  
**Section E: Vehicle Parking.....22**

## **APPENDIX:**

**Vehicle/Parking Registration Form.....A-1**  
**Architectural Change Request Form.....A-2**  
**Pet Registration Approval Form.....A-3**  
**Service/Emotional Support Animal Form.....A-4**

# CYPRESS BEND CONDOMINIUM IV ASSOCIATION INC

MANAGED BY: J&L PROPERTY MANAGEMENT INC  
10191 W Sample Road, Suite 203  
Coral Springs, FL 33065  
JLPropertyMgmt.com  
Phone: (954) 753-7966 Fax: (954) 753-1210

## DIRECTORY:

954-753-7966, with Extension listed below

Jim.....Property Manager & J&L Owner:

**Ext 102 E-Mail: [Jim@JLPropertyMgmt.com](mailto:Jim@JLPropertyMgmt.com)**

Veronica....Admin Assistant; Violations, Complaints, Roof Access:

**Ext 109 E-Mail: [Veronica@JLPropertyMgmt.com](mailto:Veronica@JLPropertyMgmt.com)**

Thelma.....Bookkeeping;

**Ext 108 E-Mail: [Thelma@JLPropertyMgmt.com](mailto:Thelma@JLPropertyMgmt.com)**

.....Sales & Leasing;

**Ext 105 E-Mail: [Salesandleasing@JLPropertyMgmt.com](mailto:Salesandleasing@JLPropertyMgmt.com)**

Arleth.....Legal;

**Ext 101 E-Mail: [Arleth@JLPropertyMgmt.com](mailto:Arleth@JLPropertyMgmt.com)**

**ROOF ACCESS: Call Veronica 24 hours in advance to get hatch opened. Proof of License and Insurance required for anyone to work on A/C and must be submitted via E-Mail or fax number above prior to roof access.**

**NO UNIT OWNER, LESSEE OR GUEST IS ALLOWED ON THE ROOF AT ANYTIME**

**INSURANCE: Verification of CBIV Polices can be accessed via:**

**[www.john-galt.com](http://www.john-galt.com):**

**User Name: cypre4**

**Password: ada10191**

**If you need additional help contact our agent: Adam Betzold, 954-281-7065**

**Email: [adam@john-galt.com](mailto:adam@john-galt.com)**

**POOL HOURS: DAWN TO DUSK**

# CYPRESS BEND CONDOMINIUM IV ASSOCIATION, INC.

## RULES AND REGULATIONS

### INTRODUCTION

All owners and tenants are to abide by and be fully familiar with the various documents governing Cypress Bend Condominium IV Association, Inc. hereafter cited in full or simply as CBIV. The documents are: (1) the current Florida Statutes, Chapter 718, Condominiums; (2) Declaration of Condominium of Cypress Bend Condominium IV (10, 11, 12, and 14) November 30, 1982; (3) By-Laws of Cypress Bend Condominium IV Association, Inc as amended; and (4) these Rules and Regulations for Cypress Bend Condominium IV Association, Inc. Adopted June 18, 2020.

#### **1) Authority for Rules and Regulations**

Per the Florida Statutes, the Declaration (Article XIII, K.), and By-laws (Sections 5.5 and 8), the authority to make rules for the government of CBIV are vested in the Board of Directors. The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium and Cypress Bend IV Recreation Area at any meeting of the Board; provided such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all unit owners at the last known address as shown on the books and records of the Association, or emailed to the latest provided email address of unit owners who consented to receive notice by electronic transmission instead of regular mail, and shall not take effect until forty-eight (48) hours after such mailing and emailing.

#### **2) Responsibility/Accountability**

Each Owner/Tenant shall be held responsible and accountable for the actions of family members, hired personnel, vendors, contractors, licensees, invitees and guests.

#### **3) Legal Remedies for Compliance**

CBIV is entitled to **certain legal remedies** available to it and shall make use of such to insure compliance with these Rules and Regulations.

All **legal fees** to enforce compliance will be paid by the Unit Owner.

All **legal fees** are subject to Late fees, interest fees (18% per annum), liens, and foreclosures.

All **expenses** incurred by CBIV relating to enforcing compliance to the Rules and Regulations including certified mailing fees, attorney letters, court costs etc., will be charged to the Unit ledger account. Failure to clear accounts when charged will initiate with sending collection letters after the 20<sup>th</sup> day a payment is past due with all applicable late and interest fees, through foreclosure and deed transfer.

All **fees charged** on any maintenance account will prevent the closing and sale of your unit and will not be waived under any circumstances.

Any **payments** received will be applied first to pay attorney's fees, fines, interest penalties and late fees, thus leaving maintenance unpaid or underpaid. CBIV can then place a lien for any unpaid maintenance.

#### **4) Fines and Penalties / Fining Committee**

Owners/Tenants and/or their guests who repeatedly violate the Rules and Regulations of CBIV can be subject to fines and penalties up to the legal limits established by Florida statutes.

A Fining Committee is made up of at least three (3) CBIV members other than members of the Board of Directors Officers, or employees of the Association; the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. The Fining Committee is to review violations and determine to confirm or reject any fines and/or penalties.

Unit Owners have a right to appear at the hearing before the Fining Committee, and will be given at least 14 days notice of the hearing date and time, prior to final disposition by the Board. *(Rules violators may be sued for eviction for being a nuisance to CBIV and the Fining Committee is not brought into play.)*

#### **5) Complaints**

Complaints regarding the management of CBIV or the actions of a Unit Owner/Tenant/Resident shall be **in writing and signed** by the Unit Owner/Tenant/Resident who is filing the complaint. Complaints are sent to the property management company of CBIV.

E-Mail complaints to management are an acceptable form and by utilizing e-mail there is an implied signature by the complainant. Complaints may also be submitted to:

[www.CypressBendIV.com](http://www.CypressBendIV.com), by clicking on the appropriate link to the management company;

Violation letters resulting from the complaints received are sent by management to the alleged violator. Such letters **do not identify** the complainant.

**Note: All complaints initiated by tenants must be signed off on and supported by landlord.**

## SECTION A

### Rules Applying to Everyone Owning and/or Living in CB IV

#### **A-1 APPLICATION, APPLICATION FEE & APPLICATION INTERVIEW:**

(a) All unit owner(s) and/or all tenants and occupants must truthfully and accurately complete and have approved by CBIV an application for purchase, lease and/or occupancy. Contact management for procedure to file regarding *Application for Sale/Lease/Occupancy*.

Applicants are reviewed for credit and criminal histories. Those with felony criminal arrests are denied. Those with credit reports having FICO scores under 640 may be denied. Individuals that cannot provide proof of legal U.S. residency are denied. **Any purchase contract with less than 20% down will be denied;**

(b) A non-refundable one-time application fee shall be charged to process applications. A fee will be charged to review and approve an extended guest's occupancy over 30 days as well. All children over the age of 18 will require application & approval;

(c) Management's will review the results of the evaluating entity entrusted to review applications and provide CBIV with their findings regarding applications for Approval(s) prior to the lease, sale or occupancy of the Unit and an interview scheduled with Owner/Tenants and all people to occupy. CBIV has thirty (30) days to process such applications after receiving a completed application from the applicant with all fees and information requested by the Association. The thirty (30) day period will not start to run until all fees and information requested by the Association from the applicant has been received by the Association, including the receipt of any credit report or criminal background report. (The process from start to finish usually takes under 30 days).

(d) All unit owners are required to pay a **refundable leasing deposit not to exceed** the equivalent of one (1) month's rent against any and all common areas damages *by their tenant(s)*; make check payable to *Cypress Bend Condo IV Assoc Inc.*;

(e) Anyone occupying a unit without the prior written approval from CBIV, other than short term house guests no longer than seven (7) days are subject to immediate eviction with all costs incurred to the unit account ledger and due immediately upon demand. Any estoppels requests (*e.g. final payoffs at closing*) or additional fees by the management company are the responsibility of the Unit Owner.

#### **A-2 BUSINESS TRANSACTIONS:**

No Owner/Tenant shall request or cause any employee or agent of CBIV to do any private business for the Owner/Tenant during scheduled business hours.

### **A-3 POSTINGS, ADVERTISEMENTS, AND SIGNS:**

(a) **POSTINGS OF A POLITICAL NATURE** by CBIV members regarding current board members, management, policies, Rules & Regulations, issues in general, desire to be elected as a candidate etc., can be taped above mailboxes, distributed at unit doors, or left in bulk for pickup at the base of each building's mailbox for distribution, **but must not be posted or distributed before January 15<sup>th</sup>, prior to board elections, which take place the 3<sup>rd</sup> Thursday of March at the annual CBIV members' meeting.** Any such notices will be allowed to stay up for a minimum of 10 days before removal. All postings and distributions must be signed by the author with building and unit identified or they will be removed.

b) **NO TYPE OF SIGN** is allowed to be posted by an Owner/Tenant or Guest in CBIV Common Elements (i.e., elevators, mailbox areas, windows, cars, etc.). CBIV has designated areas near the elevators to post current notices, calendars and information. Nothing posted improperly can be attributed to CBIV and CBIV is not responsible for such improper postings. No for sale or for rent signs are allowed on a unit or car window. Postings of business solicitations and flyers at unit doors prohibited.

### **A-4 DAMAGE TO THE COMMON AREA:**

Any damage to the Common Elements, CBIV Recreation Areas or equipment of CBIV caused by an Owner/Tenant, family member, guest or invitee shall be repaired or replaced at the expense of the Unit owner(s). Any damage done with malice of forethought (criminal mischief) or sheer stupidity may result in a formal complaint to local law enforcement and possible legal prosecution.

### **A-5 NO ROOF ACCESS WITHOUT PERMISSION:**

No Owner/Tenant, family member or guest shall be permitted on the roof of a building at any time. Entry to the roof shall be limited to authorized maintenance personnel, Board of Directors and licensed professional contractors for A/C and/or roofing repairs. Units needing roof access for A/C repair should contact CBIV management at least 24 hours in advance for access to be arranged. Documented proof of the contractor's license and insurance must be on record with CBIV management or supplied prior to roof access. Be prepared to provide the name of the company and its phone number for management to call back to verify the appointment.

### **A-6 DISPOSAL OF BULK ITEMS AND OTHER SPECIAL TRASH:**

Bulk items, such as furniture, mattresses, appliances, building materials, old rugs etc., are not to be deposited in dumpsters or trash rooms. It is the unit owner(s) responsibility to make arrangements for disposal. This includes items left by tenants. A charge per bulk item or disposal violation will be charged to the Unit Owner's account. Prior to returning rental security deposits to tenants it is recommended that all Unit Owners leasing ascertain from CBIV management what charges have been assessed to a leased Unit for common area damage.

**--For a fee the City of Pompano Beach will come out to remove your bulk items. You must call the City at 954-786-4030 and pre-pay. During the window of time they give you place**

your bulk items on the driveway in front of each building's dumpster room. The City will not go into the trash room to get your items. You must notify management that you have contacted the City and having the bulk items picked up.

**A-7 ELEVATOR USAGE:**

Elevators in each building are part of the Common Elements. Owners/Tenants must maintain cleanliness in the elevator at all times. If food or containers are dropped or beverages leak in the elevator, the Owner/Tenant and/or their guest are responsible for cleaning the elevator immediately. **Smoking is not allowed** in the elevators. All cigarettes, cigars or other incendiary products must be extinguished prior to entering elevator. A hot ash receptacle is provided at each elevator landing. Children are prohibited from playing on or with elevators.

--Each elevator has a camera, anyone found damaging the cabs in any way will be assessed for repairs;

**A-8 WORK HOURS FOR CONTRACTORS AND OTHERS:**

Contract Work is only permitted from 8:00 a.m. to 6:00 p.m. Monday through Saturday. No Agent or employees of CBIV or any licensee, contractor or workman authorized by CBIV or any Unit, or any Unit Owner, may for the purpose permitted under the terms agreed by contractor and Owner/Tenant perform work at any other times. **No contract work or noise permitted on Sunday.**

**Proof of contractor's/workman's license and insurance** must be provided to CBIV management or be on file with management prior to commencing any work.

**No old discarded or replaced building/construction materials** are to be left by a contractor on site or in the dumpster room, but must be carried away by Contractor, a charge will be levied for each such occurrence and type of trash, i.e., leaving a bathtub and water heater would be charged twice the going levy (currently \$65, but subject to change), to the responsible Unit ledger.

**A-9 EMERGENCY:**

- (a) For LIFE AND DEATH matters CALL 911;
- (b) WATER DAMAGE requires Unit Owner/Tenant to immediately contain the damage to mitigate further damage to adjoining units, CBIV can and will enter Units for this purpose and all charges for Locksmith Services, drying out etc., is the responsibility of and will be charged to the owner of the Unit causing the damage;
- (c) FIRE, pull closest Fire Alarm, utilize closest extinguisher and/or call Pompano Beach Fire Department @ 954-786-4510;
- (d) EMERGENCY AFTER HOURS call Management as listed in Management Directory.



## **A-10 HURRICANE PREPAREDNESS/AFTERMATH:**

(a) Upon issuance of a HURRICANE WATCH, all light objects located outside a unit must be brought inside. All patios must be clear of furniture, potted plants etc. Prior to expected landfall your car should be moved away from any trees that may fall. Follow all precautions as provided by local media regarding shelters, pets, medicines etc. Should you remain at the complex you can expect no electricity or services of any kind for up to a month! Be prepared with food, water, medical supplies and a cheerful disposition;

(b) All ELECTRICAL GENERATORS must be located on the ground floor and at least 20 feet from the buildings. **Absolutely no generators are allowed on the catwalks or in the storage/dumpster rooms.** If you live on the 2<sup>nd</sup> to 5<sup>th</sup> floor and intend to use a generator be sure to plan ahead and purchase enough electrical cord to reach your unit from the ground. Gasoline for generators must be kept outside at least 10 feet from the building, not in your unit or storage room while operating your generator. No combustibles are ever allowed in the storage room and unit cages.

(c) AFTER A MAJOR WEATHER EVENT, as experienced by Hurricane Wilma on October 25, 2005 life as you know it will change. Offer assistance to your neighbors; if you're fit grab a broom or shovel, help clean up the complex. CBIV is a legal community, after a hurricane it is a big family—do your part for your family.

## **A-11 HEALTH CRISIS: PANDEMICS, ENVIRONMENTAL ETC**

(1) If the Governor declares a State of Emergency, the Board of Directors make decisions regarding use of amenities and enforcing behaviors to mitigate the threat.

(2) No less than the Protocols set by the CDC and NIH will be practiced at a minimum. The Board can make restrictions stronger but not weaker.

(a) When we are confronted with a contagion, Social Distancing, frequent hand washing and the wearing of masks when riding the elevator and in close contact with others is mandatory. Guests may no longer be allowed and further efforts to contain as may be announced due to specific characteristics of the threat.

COVID19 resulted in the following curtailments in the Spring of 2020:

(a) Pool, BBQ and Tennis closed;

(b) Reopened in stages with on-site monitor to enforce compliance to interim rules.

## **A-12 INSURANCE:**

### **OWNERS**

(a) *All owners must have a valid current HO-6 policy in place for each unit owned;*

(b) *All HO-6 policies must name CBIV as an “**additionally insured.**”*

(c) *The “**loss assessment coverage**” should be a minimum of \$2000.*

(d) A copy of your HO-6 policy page must be submitted once a year to the CBIV Management verifying your continued coverage;

(e) CBIV has the right to, but not the obligation, to purchase policies for Units found without HO-6 insurance coverage. Should CBIV decide to purchase a \$100 service fee will be charged to the unit ledger in addition to the cost of the policy.

(f) No approvals for occupancy will be provided without an HO6 Insurance policy in place.

(g) CBIV maintains in addition to an extensive Commercial Policy, as of April 2018 also pays for Flood Insurance--if you have a mortgage on your unit and are paying for flood insurance you may be able to reduce or eliminate the charge.

#### TENANTS

All tenants are recommended to have a "*renters' insurance policy*".

#### A-13 KEYS:

(a) Access to the pool, pool bathrooms, and tennis courts of CBIV require a electronic key. These keys are prohibited for duplication. Should you lose your key, contact CBIV management and one will be provided to you for a fee of \$50.00 and the lost key will be deactivated;

(b) Access to Cypress Bend Protective Facilities (clubhouse, sauna, pool room, fitness center, tennis courts require a Cypress Bend Protective key. If you need a Cypress Bend Protective key, you must contact CBIV management and a key will be ordered. The cost is \$100.00. It is highly recommended that all Owners leasing their Units require a *key deposit* for both these keys. There is no additional charge for use of Protective Facilities, but a key is needed.

(c) **YOU ARE REQUIRED TO PROVIDE A UNIT KEY TO BE KEPT IN THE CBIV ANNEX SAFE, bldg 11, unit 105, FOR EMERGENCY ACCESS--contact management to submit;**

#### A-14 MAILBOX, UNIT DOOR:

Do not put your name on the exterior of mailboxes or your unit's door;

#### A-15 MAINTENANCE FEES:

Maintenance fees are paid quarterly, due January 1, April 1, July 1 and October 1 of each year. **Payments received after the 20<sup>th</sup> day from the due date are late and subject to collection of late charges, per amended docs of \$25 or 5% of delinquencies' additional arrears.** Each year after the budget ratification meeting in November payment coupons are sent out to **the last known legal address for the unit owner.** It is the unit owner's responsibility to pay fees on time, whether they have received the coupon payment booklet with instructions or not. These are sent as a courtesy. CBIV is not obligated to send reminder notices of any kind. If you do not know your maintenance fee or the address to send it to you must call CBIV management to find

out. There are no excuses for not paying your maintenance fees on time. Please be sure to keep CBIV management updated on your mailing address.

### **A-16 MOVING IN or OUT:**

Owners/Tenants moving *in or out* of CBIV are restricted to the hours of **8:00 AM to 6:00 PM Monday thru Saturday and Noon to 6:00 PM on Sunday.** Moving trucks may be in the front of the building for loading and unloading purposes only. After loading or unloading they must be moved. All moving and storage boxes must be cut or broken down prior to disposal in the dumpster. **See Rule A-6, disposal of bulk items.**

### **A-17 NOISE:**

No Owner/Tenant shall make or permit to be made any **deliberate** noises that will disturb or annoy other Owners/Tenants or **permit to be done** anything which will interfere with the rights, comfort or convenience of other residents (i.e., loud music/TV, banging on walls ,slamming doors/cabinets etc.).

--Management can send out a violation notice to offending unit owners, however, chronic and persistent noise and behavioral issues should be reported to the Broward Sheriff's Dept, and police reports obtained. Call the non-emergency number: 954-764-4357.

### **A-18 OCCUPANCY:**

#### **(a) Definition of Terms**

**Owner(s)** are those people who have title to a CBIV unit;

**Resident(s)/Occupant(s)** are those people approved to reside in or occupy a unit via CBIV application process who live full time in the unit either by virtue of ownership, a duly executed lease or other Board of Directors approved manner;

**Guests(s)** are those who by invitation of unit owners or tenants reside in a unit as short term visitors. Their cars must be registered via the management website accessible directly by going to their website found on the Directory Page, click on *Vehicle Registration--Cypress Bend-Guest Parking* or link from [www.CypressBendIV.com](http://www.CypressBendIV.com).; see entrance signs to all parking lots for contact information regarding contacting parking enforcement booting or tow company.

**Tenant(s)** are those people (approved by CBIV application process) who hold a duly executed lease.

#### **(b) In General**

All Owner(s) and Tenant(s) should refer to Occupancy and Use Restrictions contained in Article XIII of the Declaration of Condominium, binding upon all Owners and Tenants as are these Rules and Regulations.

All Owners of Units intending to live in the unit must submit an Application for Purchase/Residency to CBIV prior to purchase, receive approval and maintain the same as long as they own their unit.

No Unit may be occupied by more than four (4) residents.

Tenant(s) must possess a fully approved executed lease.

**(c) Leasing**

All leases must be for a **minimum** of six (6) months to a **maximum** one (1) year.

All leases must conform to the laws of the State of Florida and the rules of CBIV. CBIV has the right to disallow any lease not in compliance with the law or CBIV rules.

Each Owner (lessor) is responsible for providing CBIV a current copy of any lease upon its first signing or renewal, but no less than annually.

CBIV has the right to refuse renewal of any Lease due to rules violations including nuisance behavior as determined by the board.

Anyone found to be occupying a unit without CBIV approval is subject to eviction from Cypress Bend IV and may not be considered for re-occupancy.

*No unit can be leased until the owner has owned the unit for a minimum of thirty-six (36) months. Any such new rental must not cause the building's rental unit total to exceed 8.*

***\*ALL EXISTING OWNERS PRIOR TO 6-18-2020 MAY CONTINUE TO EXCEED THE RENTAL CAP AT ANY TIME.***

**No one can purchase/own more than one unit with the possible exception of renovating and flipping--this must be petitioned to the Board.**

**NOTE: The amendments prohibiting rental of a unit or precluding owning more than one unit do not preclude owners who purchased their unit prior to the effective date 6-18-2020 from renting that unit for as long as they own the unit nor are they required to divest themselves of ownership of their units in excess of one.**

**(d) Guests**

Management must be notified of any guest **staying seven (7) days or longer**. If guest has a vehicle it must be registered immediately to avoid booting by going on-line to [www.Cypress BendIV.com](http://www.CypressBendIV.com) and following link for parking registration or directly to management website as found on Directory Page and following the links to Cypress Bend IV. There is a two vehicle limit per unit for permanent parking, with the 2nd vehicle on a first come first served basis for available guest spots. All second vehicles must relocate out of their guest spot every 7-days, or risk booting/towing, as no inoperable or stored vehicles are allowed. **See Section E on Vehicle Parking;**

*Any guest staying more than thirty (30) days must submit an application for occupancy and be interviewed and approved by CBIV. See A-1 above;*

**(e) Termination of Occupancy**

CBIV may terminate occupancy of Tenant(s)/Guest(s) for any habitual violation or uncorrected violation of CBIV Rules and Regulations. Note that these same Rules and Regulations require adherence to all the governing documents of CBIV.

**A-19 PETS:**

(a) Owner/Tenant upon **prior written permission** of CBIV may keep no more than two pets--cat(s) and/or dog(s) Such permission in one instance shall not be deemed to constitute blanket permission in any other instance and any such permission may be revoked at any time at the sole discretion of the Board of Directors. The domestic pet(s) are limited to 25 lbs. at adult weight and a picture of the animal, a veterinary certificate of shots, anticipated adult weight and proof of pet registration must be submitted with Application for the pet. (Download Pet Registration Form from [www.CypressBendIV.com](http://www.CypressBendIV.com) and/or follow management links.);

(b) Owners/Tenants must keep their dogs on a leash at all times when outside of the unit. Dog Owners must pick up poop and properly dispose of it. (*This is an enforced City of Pompano Beach ordinance.*) Dog bags are provided at the 1st floor stair landings of all buildings, please throw in the dumpsters only, not the recycle bins or receptacle by the mailboxes;

(c) Owners/Tenants shall indemnify CBIV and hold it harmless against pets becoming obnoxious to any other Owner/Tenant by barking, spraying or otherwise. The same must correct the problem immediately, or if it is not corrected, he/she upon written notice will be required to remove the pet from their unit;

(d) If transporting your pet in the elevator it must be carried until exiting the elevator;

(e) Any loss of bladder or bowel control must be cleaned up immediately by Owner/Tenant whether on a catwalk, in an elevator or on a stairwell;

(f) The breeding of animals is forbidden;

**A-20 WILDLIFE:**

(a) Under no circumstances are farm animals or any wild animal allowed to be kept in a Unit or anywhere on CBIV property;

(b) Feeding any land or aquatic wild animals present in Cypress Bend is forbidden. It is furthermore a Code Violation of Broward County and the City of Pompano Beach;

(c) Under no circumstances are you to engage in any manner with Alligators;

(d) Children are not allowed to play in the area by the lake;

**A-21 SATELLITE DISHES:**

No individual satellite dishes are permitted on the roofs, ledges, patios or common walls of CBIV.

*DirectTV* can hook you up to the common dish on the roof. Establish your own account and billing with *DirectTV* thru their Multi-Family Dwelling (MFD) Department. **DO NOT CALL NUMBERS YOU SEE ADVERTISED, AS THOSE ARE FOR INDIVIDUAL DISHES.** (See the resource page in the front of this booklet for current number to call)

**A-22 COMBUSTIBLES NOT ALLOWED IN STORAGE AREA:**

(a) No Owner/Tenant shall permit to be brought into their unit, patio or that unit's assigned storage bin any flammable oils or fluids or other combustibles, explosives or articles deemed extra hazardous. **No items can be left outside of storage bins, even if chained they will be cut and disposed of without notice to owner/tenant;**

(b) **The operation of power generators is prohibited inside or adjacent to storage rooms and catwalks. They are only allowed on the ground floor and must be at least 20 feet from the building.**

## SECTION B

### Rules and Regulations Applying to Individual Units in CB IV

#### **B-1 MAINTENANCE, REPAIRS AND ALTERATIONS:**

The **Declaration of Condominium IV** in Article XVI, Provisions Relating To Maintenance, Repairs and Alterations, (page 13 of Declaration) spells out the responsibilities and obligations for the upkeep of each Unit. Here is a brief paraphrase of the full text which, as part of the Declaration, is in whole binding on all Unit Owners.

(a) Each Unit Owner shall promptly maintain in good clean condition, repair and replace at his or her expense all interior portions of their unit. (It is understood that the exterior of a unit is a Common Element.) Similarly failure to maintain a unit which in turn causes damage to other units or common elements renders that Unit Owner liable for all costs of repair on those other units or common elements.

(b) Each Unit Owner shall at his or her own expense repair, maintain and replace all those interior elements of the unit which furnish utility service to that unit. All such work must be performed by licensed plumbers, electricians or other service personnel with documentation furnished to CBIV Management. Alterations require you submit a *Architectural Change Form*, to CBIV Management;

(c) Each Unit Owner shall not remove any portion or make any alteration in or on any portion of the Building, the Common Elements or the Cypress Bend IV Recreation Area. In any instance where interior work may impinge upon the Common Elements such interior work must have the prior written consent of the Board of Directors of CBIV.

(d) Each Unit Owner shall promptly report to CBIV any defect or need for repair to the Common Elements for which CBIV has the responsibility of maintenance and repair.

(e) Each Unit Owner shall permit any officer of CBIV or any agent of CBIV to have access to the unit during reasonable hours for the making of necessary emergency repairs necessary to prevent damage to the Common Elements or other unit(s).

(f) A Unit Owner's negligence or inaction SETS LEGAL BLAME as per FS718.111 effective 1-1-2009 and per the Insurance Requirements of CBIV Association Commercial Insurance Policy.

## **B-1 APPLIANCE/AIR CONDITIONER/PLUMBING DAMAGE NEGLIGENCE:**

(a) All LEAKS must be repaired immediately, be it appliance, faucet, A/C, water heater, toilet, pipe, ice maker or valve. Running toilets must be repaired at once. All inside plumbing is subject to inspection by CBIV or management company if there is suspicion that the plumbing is not kept in good working order and immediate entry by same should it be suspected there is a break or leak with all costs of entry and to correct borne by the unit owner. Additionally, misuse of the water closets and their apparatus is prohibited. The costs to correct any damage are those of the unit owner. (Leaving your key in the CBIV safe could save you the locksmith fees.)

(b) WHEN LEAVING the Unit for more than 24-HOURS you must turn off the water intake valve located in the pantry closet adjacent to your kitchen window.

(c) WATER HEATERS will leak, it is only a question of when. CBIV mandates that you replace your water heater if it is over 7 years old or have a maintenance contract in force that relieves you of the **damage liability** (keep receipt of yearly inspection) to your and other units affected should it burst as any damage and costs will be your responsibility. (Units with metal pans under water heaters—floors 2 to 5-- must make certain the drain pipe entering pan is clear of blockage, this one precaution could save you thousands of dollars should an event occur.)

(d) AIR CONDITIONERS must be in working order. All new A/C Installations must have a City of Pompano Beach Permit and the installation signed off by an inspector. All new A/C Air handler drain pipes below the existing one must have installed a condensation pump and the original outlet pipe used; it is prohibited to utilize the drain pipe used by the washer/dryer.

A/C filters must be cleaned or replaced every 30 days.

Every 60 days the condensate drain must be treated with chlorine or an algae inhibiting tablets such as Pro-Treat 15. Place tablets where condensate leaves your A/C to enter PVC pipe to drain out and also if you have a condensate pump in the holding tank. If you have a clogged pipe from your A/C call a plumber to clear it out, the addition of chlorine and/or algae tablets are for maintenance, they will not unclog an already clogged system. Any unit found to have a non-functioning central A/C will be notified to fix it or replace it. If this is not done it may be acted on by CBIV and the financial obligation will be that of the Unit Owner.

(e) GARBAGE DISPOSALS should not be used to grind dense or hard foodstuffs such as bones. The "S" trap under kitchen sink must be physically removed and reamed out once a year to clear away caked grease and avoid blockages further down the line. Slow drains in the bathroom sinks should also be cleaned by removing the "S" trap and clearing any blockage. Pouring caustic chemicals into the PVC pipes of CBIV is prohibited, this applies to many *off the shelf drain cleaners*—read labels carefully. ALL KITCHEN SINKS MUST HAVE A MINIMUM 1/4hp FUNCTIONING GARBAGE DISPOSAL. NO UNGROUND ITEMS CAN BE PUT DIRECTLY INTO PIPES LEADING OUT OF THE UNIT.



(f) **TOILETS** must be kept in working order. All leaking from the connection to the wall and/or tanks must be fixed. Running toilets must be stopped. *A single running toilet can cost a building \$250+/month in water!* Toilets, whether at the pool or your Unit are to be used only for urine, feces, and toilet paper—that's all. Put nothing else in it, no papers, rags, tampons, floss, hair, cat litter—nothing. Common pipes clogged by a Unit's abuse and resulting damage is that Unit's cost obligation.

(g) **WATER CLOSETS** and other water apparatus in the Units, upon the Common Elements or on the CBIV Recreation Areas shall not be used for any purpose other than those for which they were constructed. Repair of damage resulting from such misuse will be paid for by the Unit Owner responsible for the damage.

## **B-2 PRESERVATION AND CLEANLINESS:**

Each Owner/Tenant must keep his/her Unit in a good state of preservation and cleanliness and shall not sweep, throw or permit to be swept or thrown from doors/windows dirt or any other substance. Front doors are to remain closed unless your *Phantom Wind Screen* is pulled (note your wind screen door should not be in the shut position if wind speeds reach 20 mph). Windows must have screens in place. All screen frames, screening, windows, doors, and frames must be kept in good condition. An owner may be required by CBIV to replace any frames or screening that is considered not to be in good condition or it will be replaced by CBIV at owner's expense. One notice will be provided instructing such replacement with at least fifteen (15) days to respond. Such notice will be sent regular mail to the last known address provided to CBIV.

## **B-3) ARCHITECTURAL ALTERATIONS:**

### **(a) PRIOR APPROVAL OF ARCHITECTURAL ALTERATIONS**

(1) An **ARCHITECTURAL CHANGE REQUEST FORM** must be obtained by Unit Owners from CBIV Management prior to any and all architectural alteration to a unit. It must be fully completed and submitted to Management. Once approved by Management the work on the alterations may proceed. The signed approval must be taped prominently to the kitchen window facing out and clearly visible at all times during the work on the alterations. Most approvals will be contingent on obtaining a City Permit which also must be displayed on kitchen window;

(2) An **INSPECTION** of all work in progress on approved alterations is reserved to Management or Maintenance to insure compliance with all CBIV requirements as well as local city and county codes.

(b) **PHANTOM RETRACTABLE WINDSCREENS HAVE BEEN INSTALLED AT ALL ENTRY DOORS—NO OTHER SCREEN DOORS ARE ALLOWED;** spray a silicone lubricant on top and bottom of runner to maintain smooth operation. Generally, these doors will last a lifetime, however if you damaged or tore the screen we can arrange to replace it. Current price is \$85, contact management to arrange.

**(c) WINDOWS AND THEIR APPURTENANCES**

**(1) SCREENS** as originally designed are required to be in place on all windows and must be kept in good repair. CBIV will from time to time issue violation letters regarding screens which if not responded to will result in CBIV replacing screens at Owner's expense.

**(2) CURTAINS**, levolors or blinds of some type must be on all windows as coverings. They must be **white or beige** with earth tone backing. No aluminum foil, cardboard, tinting, or bed sheets are allowed.

**(d) IMPACT GLASS WINDOWS** have been installed in every unit. These are thermal efficient, double paned, tempered, argon gas filled, rated to Miami-Dade wind codes, the toughest in the nation;

**THERE IS NO NEED TO INSTALL PLYWOOD OVER THESE WINDOWS OR TO INSTALL HURRICANE SHUTTERS.**

**(e) All FLOORING** installed (other than carpet) must have a minimum of one-quarter inch (1/4") soundproofing (cork, perlite or equivalent), or one of the newer acoustic whisper membranes. A City of Pompano Beach Permit must be pulled for all flooring installations other than carpeting; verification to the management of CBIV of such soundproofing is required. Tile, laminates, hardwoods, congoleum, linoleum etc. may be installed throughout a unit without restriction, including bedrooms.

**(f) OTHER CHANGES** that may cause a unit to differ in structural appearance from any other unit must be approved by the CBIV Association. Non-Compliance will result in restoring the unit to its original state at the unit's expense.

**B-4 EXTERIOR ALTERATIONS:**

The Unit exterior and all other areas appurtenant to the Unit shall not be painted, decorated or modified by any Owner/Tenant in any manner without the prior consent of the CBIV Board of Directors. Such consent may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of CBIV, and usually is denied.

## SECTION C

### Rules and Regulations Affecting the Common Areas of CBIV

The Common Areas, also called the Common Elements, of CBIV include all those portions of CBIV which are not within any Unit. The Recreational Areas are also common elements and are regulated and treated elsewhere in these rules under Section D, Recreational Areas

#### **C-1 FOOD AND BEVERAGE, BBO/PATIO AREAS AND 1<sup>ST</sup> FLOOR UNITS:**

(a) FOOD AND BEVERAGE should be prepared and consumed only within the Unit, or at the Barbeque/Picnic Area adjacent to the swimming pool. An Owner/Tenant using the grill/picnic area is to insure that the grill and picnic area is left clean and all trash is discarded in appropriate trash bins. **No glass containers, bottles or glasses are to be used in the pool or barbeque area. Absolutely no beer bottles.** Glass near pools and pool decks is prohibited by Florida State Law and violators will be reported for continued abuse. Broken glass in the pool and pool deck is a severe insurance liability to CBIV. The rescue life rings with ropes are only to be used for emergencies, not to be played with in the pool. Bring your own noodle!

(b) NO BARBECUING ON PATIOS is allowed. Contrary to Article XIII.J of the Declaration of Condominium that allows barbecuing on patios, Pompano Beach's Fire Safety Code supersedes it and as established April of 2003 prohibits the maintenance or kindling of charcoal/gas burners on balconies or within 10 feet of the building. No barbecuing or use of combustion within 10 feet of the building as per fire code. First floor units may utilize the common grass areas adjacent to their patios to BBQ at a minimum distance of 10 feet from the building exterior.

#### **C-2 NO PLAYING ON COMMON ELEMENTS OTHER THAN IN THE RECREATION AREAS:**

(a) In no event shall children's or adult's play interfere with the peace and quiet of any resident.

(b) At no time are children or adults to roller blade, bike, tricycle, skateboard, or any toy with wheels, use a motorized toy or conveyance (unless medically required such as a wheel chair) on catwalks, entranceways, parking lots, paths, pool/pool deck and tennis courts of CBIV. No playing in the storage or dumpster rooms of any kind permitted. **Young children must always be within eyesight of their adult guardian.**

(c) At no time is there to be any playing, running, banging on railings on the catwalks, stairways or elevators.

(d) The storage of **bicycles** is the responsibility of the Unit Owner/Tenant. You may keep your bicycle in the Unit or in the Unit's designated storage locker. Under no circumstances are bicycles to be left in the storage rooms outside of a unit's storage locker. Nor are they to be

stored on the catwalks, rear patios, under or in stairwells, front entrances of units or in the dumpster rooms. **Bicycles found chained outside storage lockers are periodically bolt cut and disposed of without notice.**

### **C-3 USE OF CATWALKS:**

The walkways, sidewalks, entrances, catwalks, stairways, ramps and areas outside of storage bins, shall not be obstructed or used for any purpose other than ingress (entrance) and egress (exit) to and from the buildings and the other portions of CBIV without written consent from CBIV.

No throwing of **cigarette butts** whether lit or extinguished from catwalks is permitted. All plants, bicycles, toys, chairs etc. must be stored off catwalks, doormats are permitted. Riding of any bicycle, tricycle, or toy whether self propelled, battery or gas powered is strictly prohibited on catwalks.

### **C-4 WINDOWS AND CATWALKS:**

(a) No articles shall be hung outside from the doors or windows of the Units or placed upon the outside windowsills of the Units or back ledge. (Exception: seasonal holiday wreath.

(b) Flower pots are forbidden on the catwalk and will be removed as the catwalks must remain clear as per the Fire Code.

(c) Clothes, towels, rugs etc. may not be hung from the railing to dry.

(d) Cigarette butts and hot ashes may not be tossed or thrown from the catwalks. Smoking on the catwalks is permitted as long as an ashtray is being utilized. **Anyone found to have tossed a hot cigarette butt onto an awning may be required to pay for awning repair or if needed total replacement.**

### **C-5 RECYCLING RULES:**

There are 3 recycling bins located just to the left of each dumpster room roll-up door. The City of Pompano Beach has contracted out with *Waste Management* to provide this service to us at no cost! The bins are emptied once a week. There are rules, as this is mixed use, meaning all the materials go into the same bin for sorting later.

**Allowed: Glass, paper, metal and plastic**

**Forbidden: Styrofoam, plastic grocery bags, dirty items or organics (food);**

**ALL ITEMS MUST BE DEPOSITED LOOSE AND BE CLEAN. RINSE OUT YOUR MILK CARTONS, CANS ETC. SMALL BOXES MUST BE FLATTENED. LARGE ONES FLATTENED AND LEFT INSIDE THE DUMPSTER ROOM. MILK CARTONS AND WATER BOTTLES SHOULD BE SQUASHED TO ALLOW ROOM FOR MORE ITEMS, NO REASON TO RECYCLE THE AIR INSIDE OF THEM TAKING UP BIN SPACE.**

**IF IN DOUBT, PUT THE ITEM IN THE DUMPSTER.** If we don't adhere to the rules the City can discontinue our participation in the program.

**C-6 SECURITY CAMERAS**

Extensive video surveillance exists throughout CBIV. If you experience an adverse event, contact management within 7 days for a tape review. Large areas of the parking lots, pool, backs, catwalks and elevators are recorded and archived for ~7 days.

## **Section D**

### **Recreational Areas**

**(Pool, Barbecues, Tennis Courts etc.)**

#### **D-1 GENERAL RULES FOR ALL RECREATION AREAS:**

CBIV Recreation Areas comprising, multi-sport tennis courts, pool/spa (hot tub) fenced/gated area, BBQ/picnic area and all adjacent turf or grassy area is for the exclusive use of Owners/Tenants, family members, and invited guests.

The **USE** of the Recreational Areas facilities and their equipment shall be **at the risk of those involved** and shall not be at the risk of CBIV or its management. The **USE** of the Recreational Areas is on a first come basis.

The **HOURS OF USE** for all portions of the Recreation Areas are: **Dawn to Dusk daily.**

**NOISE** of any kind that is loud and disruptive is prohibited. No live, recorded or broadcasted music is permitted to be **amplified** in the Recreation Area. The use of earphones for private listening is permitted. Remember the people living in Bldg 14 are not attending your gathering at the pool.

**UMBRELLAS** at the tables in the pool/spa and BBQ/picnic areas are to be closed when leaving the area.

#### **BBQ/GRILL RULES**

1. The BBQ/picnic area **cannot be reserved for private use.**
2. When using the picnic table area & grill, **no glass containers or bottles** are allowed. Use plastic and paper items only.
3. The grill and picnic area are for residents and their guests use only, with a maximum four (4) invited guests per unit permitted, large gatherings should use the grill area at *Cypress Bend Protective* at Protective Pool, 2301 S Cypress Bend Drive.
4. The grills must be left clean. Dispose of hot coals, and clean up all trash and wipe down tables. Self-contained pans of charcoal are conveniently available at many retail outlets.

#### **POOL RULES**

1. **Bathing load: 37.**
2. A **pool key** must be in one's possession and/or proof of a pool key to management must be provided upon request at any time by those utilizing pool/spa.
3. **No pets** are allowed inside fenced/gated area or pool deck.
4. All persons **must shower and children pee** before entering the pool.

5. **Practice good personal hygiene**
6. **No spitting on pool deck or in pool at any time.**
7. **No portable grills allowed inside fenced/gated area of pool/spa.**
8. **No glass containers or bottles allowed inside fenced/gated area of pool/spa.**
9. **Life preservers and life hooks for emergency use only.**
10. **Proper swim attire is required. This means:**
  - a) **All individuals of every age must wear a recognizable swim suit at all times when swimming or using the Pool/Spa. No skinny dipping and no jeans/cut offs etc.**
  - b) **No persons (infant to adult) in diapers are allowed in pool/spa.**
  - c) **Only approved leak proof swimming pants are allowed for babies/toddlers. (Pampers and other brands are not acceptable.)**
11. **Babies/toddlers are not allowed in the spa under any circumstances.**
12. **Children under the age of 12 must be accompanied by someone 18 years or older at all times in pool/spa area.**
13. **Swim at your own risk, no life guard on duty.**
14. **Gates must be closed at all times when not in use.**
15. **No diving is allowed**
16. **No running on deck and no horseplay in/around pool/spa.**
17. **People swimming laps have the right of way, no rafts or games can interfere.**
18. **During lightening storms no one allowed in water.**
19. **Do not swallow pool water, it is recirculated.**
20. **Do not use pool if you are ill with diarrhea.**
21. **Pool Parties: Maximum of 4 guests, larger parties must use CB Protective Pool, 2301 S Cypress Bend Dr.**

### **SPA (Hot Tub) RULES**

1. **Bathing load is 10 persons.**
2. **Shower and Pee before entering spa.**
3. **Maximum Water Temperature: 104 degrees.**
4. **Maximum Time allowed in Spa: 15 minutes.**
5. **Children under the age of twelve (12) must have someone 18 years or older watching.**
6. **Pregnant women, persons with health problems, or persons using alcohol, narcotics or other drugs that cause drowsiness must not enter spa without first consulting a doctor. Persons with infectious or communicable diseases may not enter pool/spa.**
7. **No Food inside fenced/gated area of pool/spa.**
8. **No glass containers or bottles are allowed inside fenced /gated area of pool/spa.**
9. **Babies/Toddlers are not allowed in spa under any circumstances.**
10. **No diving.**
11. **No running on deck and no horseplay in/around spa/pool.**
12. **During lightening storms no one is allowed in spa.**

## **MULTI-PURPOSE COURTS**

1. The tennis courts have been resurfaced and marked to accommodate Tennis, Pickleball, Volleyball and Badminton; no other activities allowed.
2. Players are limited to **one 1/2 hour of play**. If no one is waiting to use the court play may continue. Be considerate of others wishing to play
3. Players are requested to **observe proper etiquette** at all times, be considerate of other players.
4. **Tennis sneakers or non-scuff** soft soled shoes should be worn at all times.
5. **No food, glass containers or bottles** are allowed inside or on the courts.
6. Skateboards, scooters, bicycles, roller skates etc **all prohibited** from courts.
7. All equipment brought onto the court must be removed when leaving.
8. **All debris or garbage** must be removed when leaving. If you bring it in take it out.

**RAISING AND LOWERING NET:** Please do not attempt this unless you have been instructed how by CBIV. Email management should you wish to learn how to adjust the net and you will be provided a on-site appointment time to receive instructions.

**You may also call management and request one court be raised or lowered if both are in the same position.**



## **Section E**

### **Vehicle Parking**

**(Cars, Vans, Trucks, Trailers, Campers, Mobile Homes, Recreational Vehicles, Boats etc.)**

#### **E-1 QUALIFICATIONS FOR PARKING AT CBIV:**

- (a) A maximum of two registered/approved vehicles per unit may be parked at CBIV.**
- (b) A current valid license plate with an unexpired tag issued by the State or Country of the vehicle's registration must be displayed on all vehicles parked in an assigned space, guest space or any other area of the parking lot.**
- (c) A CBIV parking sticker must be affixed to every owner/tenant vehicle parked at CBIV. The Sticker must be attached to the back window, driver's side left lower corner; tenant stickers have an expiration date and can be renewed upon providing a copy of their new lease prior to expiration as once expired the vehicle will be booted;**
- (d) All vehicles must be registered with CBIV. Any Vehicle not registered with CBIV is subject to booting/towing at the owner's expense and risk, with or without warning. It is the responsibility of the Unit Owner/Lessee to report any changes of license and registration to management, including the issuance of a new license plate by the DMV. Failure to report these changes or a new license plate may result in your vehicle being booted/towed.**
- (e) All visiting vehicles must be registered. After 11 pm our Parking Enforcement Service will boot any car that has not registered. A guest vehicle can register for up to 30 days in a year. Go on-line to the management website, Click on *Cypress Bend IV* and enter the information for guest parking. You will receive a Confirmation Notice.**
- (f) Overnight parking in CBIV parking lots as permitted by these Rules and Regulations is allowed only for passenger automobiles, vans, light pick-up trucks, and motorcycles as hereafter defined.**
- (g) No overnight parking is allowed for boats, trailers, motor homes, recreation vehicles, campers, any commercial vehicles, semi cabs, semi carriers, or vehicles with more than two axles and four tires regardless of size. Additionally, motorized go-carts, toy cars and toy cycles are prohibited to park in the lots.**
- (h) Any such restricted vehicle described above parked between the hours of 11:00 PM and 6:00 AM is subject to immediate booting/towing without warning.**
- (i) Excepted vehicles are U-Haul type Box, Cargo Vehicles that are obviously moving IN or OUT the belongings and furniture of a CBIV Unit. Such vehicles may park overnight, but in no circumstances exceed 48 hours on the property without moving. PODS are allowed for up to 5**

days , additional time may be allowed but must first be requested and granted by CBIV. Contact management to make the request. Trailers used for construction materials, equipment and storage during unit renovations or CBIV sponsored projects *may* be granted a temporary exemption by the Board of Directors upon an Application Request to park overnight.

## **E-2 VEHICLE CONDITION, CARE AND MAINTENANCE:**

(a) Every vehicle parked in any area of the parking lot, shall be in good working order and moveable on its own power. No vehicle that has to be pushed from spot to spot and is not operable may be kept anywhere in the CBIV parking lots. Any vehicle standing in any parking area for longer than forty-eight (48) hours with flat tire(s) or in any other inoperable condition may be booted/towed at the Owner's expense and risk. Any vehicle parked in a Guest parking space for more than seven (7) days without being moved will be booted/towed at the Owner's expense and risk. The parking lot is not to be used to store company vehicles, unused vehicles, or accident vehicles. All such vehicles are subject to booting/towing at Owner's expense and risk.

(b) Any vehicle leaking oil or other automotive fluids is the responsibility of the Unit Owner associated with the vehicle, whether it belongs to the Unit Owner, Tenants or Guests. Said Owner will be responsible for the cost of cleaning and repairing the damaged area of the parking lot. All leaking vehicles must be repaired immediately or removed from the parking lot.

(c) All vehicles in the lots must be able to be moved with 48 hours notice. All expenses incurred by CBIV in moving a vehicle due to any project, emergency or other need will be the responsibility of the Unit linked to that vehicle. All vehicles that will be left for several days at a time should provide to management a contact person that has the keys to the vehicle should it need to be moved.

(d) Vehicle covers that are manufactured specifically as vehicle covers are allowed. Simple canvas squares and tarps are not permitted. Vehicles with covers must have license plates visible, this is a Broward County Ordinance and Broward County Sheriff's Code Enforcement Division does enforce it.

(e) All repairs and/or maintenance to vehicles (other than washing/waxing, checking fluid levels and changing tires) other than for emergency purposes, is prohibited. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, engine maintenance or repair, body maintenance or repair.

(f) Vehicle washing is allowed, with the following restrictions: Use water only from the building your unit is associated with. In most cases that will be the spigot to the right inside the roll-up dumpster room door of your building. Those washing vehicles must use a bucket and soap; do not allow the water to run unless filling a bucket or rinsing, use a cut off nozzle or turn the water off. CBIV is not responsible for supplying hoses or nozzles for the purpose of vehicle washing. If water restrictions are posted that prohibit vehicle washing you must abide by them. After cleaning vehicles, all items must be put away immediately. No wash related items may be hung on bushes or vehicles for drying.

**(g) All vehicles must “head-in” park only in designated parking spaces, with the exception of motorcycles and motor scooters, which should park behind the owner’s car stop. One vehicle per unit must be parked in the owner’s assigned space.**

**(h) All vehicles must park in designated parking spaces. Parking around grass islands or in any space that does not have a parking stop is prohibited. Any vehicle parked in front of the building is subject to immediate towing as this is a Fire Lane. Any vehicle impeding the removal of trash is subject to immediate towing, or in any yellow marked “Tow Zone” or “No Parking” area. All costs relating to towing, directly or indirectly, will be borne by the offending Unit Owner relating to the vehicle at issue.**

**(i) Guest parking spaces are on a first come, first served basis. There are no “reserved” guest spots.**

**(j) All private and/or commercial vehicles coming onto the condominium property for purposes of delivering goods or providing services are not permitted on the property after 11:00 PM and must lawfully park in an area not prohibited by a sign, markings or impede the entry or exit to an Owner’s/Tenant’s or guest’s parking space.**

**E-3 VIOLATIONS, ENFORCEMENT AND BOOTING/TOWING POLICY:**

**(a) Booting/Towing authorization is held by the following: Board of Directors members, property manager(s), maintenance personnel, building captains and those designated for parking enforcement. Individual association members are not authorized to boot/tow vehicles, you should contact CBIV management if you wish to report a parking violation.**

**(b) Any Resident can request any “unauthorized” vehicle removed from their assigned parking space. Contact any of those listed above for immediate towing. This should be done after a note has been left on the car and it has continued a second time to use your spot.**

**(c) BOOTING/TOWING (IMMOBILIZING)**

**Parking on grass, in front of buildings, blocking garbage pick-up, no parking and tow zones, in an unauthorized owner space or previously cited vehicles for the same offense will be towed and not booted; backing in is not allowed as the exhaust kills the hedges and license plates must be visible for law enforcement, expired tags, no valid parking decal if not registered as guest on-line. Or other violations as listed in this section.**

**ALL VEHICLES MUST BE REGISTERED IF PARKED OVERNIGHT OR RISK BOOTING/TOWING.**

#### **E-4 ) VEHICLE DEFINITIONS:**

**The Following DEFINITIONS shall apply for purposes of the above Parking Rules and Regulations:**

- **“Passenger automobiles”** means those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or minivans that do not exceed twenty (20) feet in length. It also means certain enclosed or open utility vehicles such as SUV’s, Jeeps and the like provided they are in a condition similar to that which existed when sold by the manufacturer, and specifically excluding any of the stated vehicles which have been modified by increasing their height, adding oversized tires, and similar alterations unrelated to conventional passenger use of the vehicle.
- **“Vans and Light Pick-up Trucks”** means vehicles with not more than a 1 ton rate carrying capacity and which do not exceed twenty (20) feet in length, and which resemble same used solely as a passenger vehicle and not as a “commercial vehicle”, regardless if it actually is used for business, see “commercial vehicles” directly below. Vans and pick-up trucks, or other trucks not contemplated by this section, are specifically prohibited. **Should you having any doubt, seek approval of the vehicle prior to purchase, not after.** See Vehicle Registration Form in Appendix.
- **“Commercial Vehicles”** means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use, excluding cabinet or tool boxes on permitted vehicles.
- **“Campers”** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation, or temporary housing of people or their personal property (other than Pods) whether towed, attached, or self-propelled.
- **“Mobile Homes” or “Recreational Vehicles”** means any vehicle which is self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed and used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, rest room facilities and full cooking facilities, shall be considered motor homes. **THIS RULE IS SUSPENDED DURING TIMES OF EMERGENCIES, SUCH AS AFTER A HURRICANE AND NATURAL OR MAN MADE DISASTERS WHEN ELECTRICITY AND/OR WATER IS NOT AVAILABLE.**
- **“Boats”** means anything manufactured, designed, marketed, or used as a craft for water flotation, capable of carrying one or more persons, or personal property, with or without a motor. This specifically includes Jet-Skis, don’t ask!
- **“Trailers”** means any vehicle or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle. This applies whether the Trailer is parked by itself or attached to an otherwise permitted vehicle.

**CYPRESS BEND CONDOMINIUM IV ASSOCIATION, INC.  
PARKING REGISTRATION FORM  
\*\*\*PLEASE PRINT\*\*\***

Owner/Tenant First and Last Name:

\_\_\_\_\_

2nd Owner/Tenant First and Last Name:

\_\_\_\_\_

Contact #: \_\_\_\_\_ Property Address: \_\_\_\_\_

Email: \_\_\_\_\_

Unit #: \_\_\_\_\_ Building #: \_\_\_\_\_ Space #: \_\_\_\_\_

**\*\*ATTACH A COPY OF LICENSE/REGISTRATION\*\***

The name on the Registration and license must match the names on the lease or Warranty Deed. If not, you will need to provide a notarized letter advising the person the vehicle is registered to does not reside at the property and permits you to drive the vehicle.

**1st Vehicle:**

Make of Vehicle: \_\_\_\_\_ Model: \_\_\_\_\_

Color of Vehicle: \_\_\_\_\_ Year: \_\_\_\_\_ Tag #: \_\_\_\_\_

**2nd Vehicle:**

Make of Vehicle: \_\_\_\_\_ Model: \_\_\_\_\_

Color of Vehicle: \_\_\_\_\_ Year: \_\_\_\_\_ Tag #: \_\_\_\_\_

**CARS WITHOUT DECALS WILL BE BOOTED AND/OR TOWED.**

Acknowledge that you read and understand the Cypress Bend Condominium IV Assoc, Inc., parking/permissible rules and regulations:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Decal put on by: \_\_\_\_\_ Date: \_\_\_\_\_

Decal number(s) issued: \_\_\_\_\_

**Your decal will be adhered on the outside of drivers back window on the lower left side**

# CYPRESS BEND CONDOMINIUM IV ASSOCIATION INC

c/o J& L Property Management, Inc.  
10191 W Sample Road, Suite 203  
Coral Springs, FL 33065  
Phone: (954) 753-7966 Fax: (954) 753-1210  
Veronica@jlpropertymgmt.com

## ARCHITECTURAL CHANGE REQUEST FORM

Unit Owner Name: \_\_\_\_\_ BLDG#: \_\_\_\_\_ UNIT#: \_\_\_\_\_

Owner Phone Number: \_\_\_\_\_

Additional Information if needed: \_\_\_\_\_

Contractor: \_\_\_\_\_ License #: \_\_\_\_\_

Business Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Major alterations to the Interior of your unit and any anticipated changes to the Common Area you do must be Approved by the Association via this form with proof of Contractor being Licensed and Insured PRIOR TO ANY WORK BEING PERFORMED.**

**See Rules & Regulations Revised: June 18, 2020 for further clarification. The most common is flooring, the underlayment and soundproofing, whether Tile or Laminate must be verified as properly installed. Landscaping by 1<sup>st</sup> floor units must be approved. Doors, windows and screen doors cannot be altered. If you are in doubt, contact Veronica@jlpropertymgmt.com. Better to be safe than sorry as the Association is very strict regarding changes that do not promote the continuity and welfare of the community or conform to the existing esthetics.**

ARCHITECTUAL CHANGE REQUEST: \_\_\_\_\_

\_\_\_\_\_

Material/Type/Color: \_\_\_\_\_

Owner Signature & Date Requested: \_\_\_\_\_

\*\*\*\*\*

The Change Requested Has Been: APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

Approval Comments/Conditions: \_\_\_\_\_

\_\_\_\_\_  
Authorized Board, Management or Maintenance Signature Date

\_\_\_\_\_  
Print Name

**POST THIS SIGNED APPROVAL ON KITCHEN WINDOW**

# PET REGISTRATION

**NOTE: TWO ANIMAL MAXIMUM: DOGS & CATS 25 LBS AT ADULT WEIGHT**

BUILDING #: \_\_\_\_\_ UNIT #: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

HEREBY APPLIES TO HAVE CYPRESS BEND CONDO IV ASSOCIATION'S APPROVAL:

TYPE OF PET: \_\_\_\_\_ BREED: \_\_\_\_\_ ADULT WEIGHT: \_\_\_\_\_

TYPE OF PET: \_\_\_\_\_ BREED: \_\_\_\_\_ ADULT WEIGHT: \_\_\_\_\_

- 1) **ATTACH A PICTURE(S) OF PET(S);**
- 2) **ATTACH VETERINARIAN'S VERIFICATION OF SHOTS .**

REGISTRATION APPROVAL IS: GRANTED: \_\_\_\_\_; DENIED: \_\_\_\_\_

IF DENIED THE REASON IS: \_\_\_\_\_

BY: \_\_\_\_\_, CYPRESS BEND IV AUTHORIZED AGENT

DATED: \_\_\_\_\_

# Cypress Bend Condominium IV Association Inc

## SERVICE AND EMOTIONAL SUPPORT ANIMAL APPROVAL REQUEST

In order to accommodate your request, you must have a third-party provider fill out the attached form, which will provide the necessary proof that you require this accommodation. Please have the form completed and the original returned immediately and included in your application for residency.

Please note that under Florida Law it is a 2<sup>nd</sup> degree misdemeanor to knowingly and willingly misrepresent that an animal is a service animal and that you are qualified to use such service animal.

### SEE BELOW TEMPLATE FOR MENTAL HEALTH PROVIDER TO USE

To the health care or mental health provider of \_\_\_\_\_:

Please copy or transfer the following form to your letterhead and return this information to \_\_\_\_\_.

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

Dear \_\_\_\_\_:

I am the health care or mental health provider for \_\_\_\_\_  
\_\_\_\_\_ is disabled as defined by fair housing law (*please do not state the nature of the disability*). Furthermore, it is my professional opinion that requires a service animal to in order to service this disability and provide him/her with the same opportunity that a nondisabled person has to use and enjoy the apartment community where he/she resides. Finally, I would be willing to testify in Court, if necessary, in regards to this matter.

Sincerely,

\_\_\_\_\_  
Name:  
Title: