

PROTECTIVE COVENANTS

FOR

PARADISE GARDENS SECTION TWO

KNOW ALL MEN BY THESE PRESENTS:

THAT, ORIOLE-MARGATE, INC., a Florida corporation, the original Developer, heretofore recorded covenants, restrictions, reservations and servitudes in Official Records Book 4043, at Page 62 in the Public Records of Broward County, Florida (hereinafter the "Previous Declaration") on the following described lands:

PARADISE GARDENS SECTION TWO according to the Plat thereof recorded in Plat Book 69, Page 34 of the Public Records of Broward County, Florida,

EXCEPTING THEREFROM:

Block "B", Lots 1 through 11, inclusive and
Block "C", Lots 1 through 11, inclusive

Wherever lots or parcels are referred to herein, same shall include lots and parcels as same may have been replatted.

The organizing committee for PG Two Homeowners, Inc. (the "Association"), as to portions thereof, consisting of:

Patricia A. Lahey
1650 N.W. 68 Avenue
Margate, Florida 33063
954-974-0442

Gilda Pagano
6805 N.W. 14th Street
Margate, Florida 33063
(954) 970-5253

Robert McLellan
6795 N.W. 16th Street
Margate, Florida 33063
(954) 972-2120

does hereby submit the covenants, restrictions, reservations and servitudes of PARADISE GARDENS SECTION TWO for revival pursuant to Section 720.403, Florida Statutes, hereinafter defined as the "Revived Declaration".

This Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes. This Revived Declaration does provide for an effective term of longer duration than the term of the Previous Declaration as permitted by Section 720.404(3)(a), Florida Statutes.

The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

The Revived Declaration hereinafter set out shall be applicable to all lots in the said subdivision of PARADISE GARDENS SECTION TWO, excepting those Lots as described above, according to the plat thereof recorded in the Public Records of Broward County, Florida, referenced above, shall run with the land and shall be binding upon all parties and persons claiming under them, and shall remain in full force and effect until January 1, 2040, whereupon they shall be extended automatically for successive periods of ten years each, unless by vote of the owners of a majority of the residential parcels of PARADISE GARDENS SECTION TWO, the same are terminated.

PURPOSE OF PROTECTIVE COVENANTS

The Protective Covenants for PARADISE GARDENS SECTION TWO are established and imposed to assure the present and future owner or owners of all or any part of said property, all of whom have a community of interests, that the entire property platted into and known as PARADISE GARDENS SECTION TWO will be kept, maintained and improved in such manner as will protect and preserve the integrity and high quality of said property and improvements situate thereon from time to time, subject to and in compliance with the following covenants, restrictions, reservations, servitudes and easements, and to provide a means to enforce these Protective Covenants for the mutual benefit of all interested parties, it being intended by all of the foregoing that the natural beauty of the property will be preserved, that the structure or structures placed upon said property will be of quality workmanship and suitable material, that harmony of the external design of structure or structures upon the property and maintenance thereof will be achieved without sacrificing individuality, and that the value of all of the property will be preserved in the best possible manner.

1. RESIDENTIAL USE: All lots in PARADISE GARDENS SECTION TWO, and all the lots enlarged or recreated by the shifting of location of side property lines or by replat (excepting those lots set forth above), are restricted to the use of a single family, its household, servants and guests. Only one residence building may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory building shall be first obtained from the Committee. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence building; otherwise, no portable building or trailers may be placed on a lot. No building shall exceed twenty-five (25) feet in height measured from the crown of the street upon which such building fronts.
2. NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing-described lands.
3. LAWNS, LANDSCAPING, FENCES, CLOTHES POLES, EXTERIOR RADIO AND TELEVISION ANTENNAS, PARKING. All yard areas of lots in the foregoing-described land shall be grassed and kept as a lawn. A "yard area" is hereby defined as part of the lot which is not covered by any building or paved area originally installed or subsequently approved by P.G. TWO HOMEOWNERS, INC. or its Committee. No graveled or black-topped or paved parking strips are permitted except as previously approved in writing by P.G. TWO HOMEOWNERS, INC. or its Committee. No fences or hedges shall be permitted anywhere within the subdivision except as approved in writing by P.G. TWO HOMEOWNERS, INC. or its Committee as hereinafter set forth. Outdoor clothes drying activities are hereby restricted to the rear yard and, in case of corner lots, to the portion of the rear yards thereof which is more than twenty-five (25) feet from the street right-of-way. All clothes poles shall be susceptible of being lifted and removed by one person in one minute's time and shall be removed when not in use. All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents hereof hidden from view from adjoining properties. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing-described lands except where expressed prior written approval of the size, shape, content and location thereof has been obtained from P.G. TWO HOMEOWNERS, INC. or its Committee. There shall be no exterior radio, television or electronic antenna or aerial permitted on the outside of any residence building, except as specifically permitted by law. No other exterior radio, television, or electronic antenna or aerial shall be erected, maintained or operated upon any of the foregoing-described lands, or building or structures located thereon, and the erection, maintenance or operation of any of the same is hereby prohibited. The parking or storage of automobiles except upon paved areas is prohibited. The overnight parking or storage of trucks or commercial vehicles is prohibited. The overnight parking of vehicles of any kind upon public rights-of-way is prohibited. The parking or storage of boats and boat trailers upon any of the foregoing-

described lands is prohibited. Any vehicle parked or stored in a prohibited area and any prohibited vehicle, boat or trailer shall be towed without notice at the expense of the vehicle, boat or trailer owner.

4. AGE LIMITATION ON PERMANENT RESIDENTS. In recognition of the fact that the lots hereinabove described have been platted, and the structures to be located therein designed primarily for the comfort, convenience and accommodation of older persons, the use of all the lots in the foregoing described lands are hereby limited as provided herein. Each of the lots shall be intended and operated for occupancy by at least one person fifty-five (55) years of age or older. It is the intent of this provision that PARADISE GARDENS SECTION TWO be exempt from the Fair Housing Amendments Act of 1988 and Housing for Older Persons Act of 1995, as they both may be amended or renumbered from time to time, by providing "housing for older persons", as that term is defined therein, and the BOARD OF Directors of P.G. TWO HOMEOWNERS, INC. (hereinafter Board) is authorized to promulgate, adopt, amend, modify or delete policies, procedures, rules and regulations to assure compliance with such exemption. Inasmuch as PARADISE GARDENS SECTION TWO is designed and intended as "housing for older persons" to provide housing for residents who are fifty-five (55) years of age or older, children under eighteen (18) years of age shall be prohibited from permanently residing upon the premises and no Owner shall permit a child under eighteen (18) years of age to permanently reside within a lot; except that children may visit and temporarily reside for a period not to exceed that set forth by the Board in a duly adopted rule. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a lot by any person(s) who would thereby create a violation of this provision or whose occupancy would result in a loss of PARADISE GARDENS SECTION TWO'S exemption as "housing for older persons" under the Fair Housing Amendments Act of 1988 or the Housing for Older Persons Act of 1995, as they both may be amended or renumbered from time to time. Each applicant for purchase or sale, each applicant for lease and each person who will occupy a lot, shall submit to the Board of Directors a fully-completed Application Package on forms to be provided by the Board, from time to time. "Permanent occupancy or residency and requirements for review and approval of prospective purchasers, tenants and occupants shall be defined and set forth in the Rules and Regulations of the Association as may be promulgated by the Board from time to time.

5. BUILDING MAINTENANCE, ETC.

(a) Sprinkler system. ORIOLE-MARGATE, INC., reserves to itself, its successors or assigns, the right to construct, maintain and operate a fresh-water sprinkler system over, through and upon all of the foregoing-described lands, which may be an individual sprinkler system for an individual lot or parcel, and the owners of said lands shall be liable to ORIOLE-MARGATE, INC., or its successors and assigns, for a pro-rata share of the reasonable cost of operation and maintenance of said system including the payment of the water which will be billed to each individual lot owner as a part of the public water supply. Each owner shall be further liable to ORIOLE-MARGATE, INC., its successors and assigns for the full reasonable cost of all required repairs to that portion of said sprinkler system lying within and upon each such owner's lot. Nothing in this sub-paragraph (a) shall be construed as imposing an obligation upon ORIOLE-MARGATE, INC., or its successors or assigns, to construct, maintain and operate a fresh water sprinkler system over, through and upon all of the foregoing-described lands; the construction, maintenance and operation to be undertaken in the sole discretion and at the time to be determined by ORIOLE-MARGATE, INC., its successors and assigns.

(b) Lawn Maintenance and Spraying. ORIOLE-MARGATE, INC., reserves to itself, its successors or assigns, the right to enter over, through and upon all of the foregoing-described lands, for the purpose of maintaining and caring for the lawns or any portion thereof located thereon. Nothing in this sub-paragraph (b) shall be construed as imposing an obligation upon ORIOLE-MARGATE, INC., or its successors or assigns to maintain and care for the said lawns and the extent of any such maintenance and care, and when the same shall be undertaken, shall be determined solely by ORIOLE-MARGATE, INC., its successors or assigns. The owners of all lands

are hereby made liable to ORIOLE-MARGATE, INC., its successors, and assigns, for a pro-rata share of the reasonable cost of all such maintenance and care from time to time performed by ORIOLE-MARGATE, INC., its successors or assigns upon such owner's lots. "Maintenance and care" within the meaning of this sub-paragraph (b) shall include mowing, trimming, edging, fertilizing and spraying of lawns (grass). Each individual lot owner shall be responsible for watering, sprinkling, and irrigation of his own lawn. Each owner shall be further liable to ORIOLE-MARGATE, INC., its successors or assigns for the full reasonable cost of all required replacement of sod (as the same shall be determined from time to time by ORIOLE-MARGATE, INC., or its successors or assigns in its sole discretion) upon such owners' lots. In the exercise of its discretion in this latter regard, ORIOLE-MARGATE, INC., its successors or assigns, shall be governed by the principle that all lawns shall be fully maintained free from unsightly bald spots or dead grass and uniform in texture and appearance with surrounding lawns in the neighborhood.

(c) Exterior Building Maintenance. ORIOLE-MARGATE, INC., reserves to itself, its successors or assigns, the right to enter upon all the foregoing-described lands and structures located thereon for the purposes of conducting a periodic program of exterior building painting and maintenance, including but not limited to repainting of exterior walls, shutters, trim, eaves, and roofs, or any portion thereof. Nothing in this sub-paragraph (c) shall be construed as imposing an obligation upon ORIOLE-MARGATE, INC., or its successors or assigns to conduct such periodic programs of exterior building painting and maintenance, and the extent of any such program and when the same shall be undertaken shall be determined solely by ORIOLE-MARGATE, INC., its successors or assigns; the owners of all lands are hereby made liable to ORIOLE-MARGATE, INC., its successors and assigns, for the pro-rata reasonable cost of the conduct of such periodic programs of exterior building painting and maintenance from time to time performed by ORIOLE-MARGATE, INC., its successors or assigns upon such owners' lands.

(d) Subsequent Assignment, liability, liens. The foregoing reservations and servitudes (sub-paragraphs (a) through (c), both inclusive above) shall be and are hereby assigned to P.G. TWO HOMEOWNERS, INC. and said assignee shall undertake and assume the rights, privileges, duties and responsibilities performed by it. ORIOLE LAND AND DEVELOPMENT CORP., and its successors shall be relieved and fully discharged from any and all further liability and duty under the provisions of said sub-paragraphs (a) through (c), both inclusive. The owner of any lot agrees to utilize the services performed by P.G. TWO HOMEOWNERS, INC. under sub-paragraphs (a) through (c), both inclusive, above, as the same are made available to said owner and to pay the reasonable rates or charges which may be charged for said services as established from time to time by P.G. TWO HOMEOWNERS, INC. The owners further agree that such charges, plus interest, late fees, costs and attorney's fees [all as further defined in Paragraph 8(c) below], shall constitute a continuing lien or charge upon such owners' lots for the aforesaid share of reasonable cost until such share is paid; that such lien, when the same remains unpaid for a period of thirty days or more may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. P.G. TWO HOMEOWNERS, INC., its successors and assigns shall as a prerequisite to foreclosing said lien, file an instrument among the public records of Broward County, Florida, which shall constitute notice to the owners of the property of the existence of the lien, stating the claim of lien, the amount of the lien and the property against which the lien is placed. The lien shall be effective and relate back to the date of recording of the original Protective Covenants, but as to institutional first mortgagees, the lien shall not vest or attach to the property until the said claim of lien has been so recorded.

6. RECREATION FACILITIES, OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC. The owner of each lot in the subdivision of PARADISE GARDENS SECTION TWO and in the proposed plats for PARADISE GARDENS SECTION TWO, is hereby made liable to ORIOLE LAND AND DEVELOPMENT CORP., its successors or assigns, including P.G. TWO HOMEOWNERS, INC. for a pro-rata share of the operation, maintenance and repair (including taxes) of the recreation and parking facilities located upon the following described lands, to-wit:

Parcel "A" of PARADISE GARDENS, according to the Plat thereof, recorded in Plat Book 67 at Page 37 of the Public Records of Broward County, Florida and
 Parcel "B" of PARADISE GARDENS SECTION TWO according to the Plat thereof, recorded in Plat Book 69 at page 34 of the public records of Broward County, Florida.

said reasonable cost to be payable in monthly installments by each lot owner to ORIOLE LAND AND DEVELOPMENT CORP., its successors or assigns commencing on the first day of the month following the date upon which ORIOLE LAND AND DEVELOPMENT CORP., its successors or assigns cause an instrument to be filed among the public records of Broward County, Florida declaring that all buildings, structures and recreational and parking facilities have been completed and are ready for use continuing until January 1, 2019. Each owner hereby agrees that ORIOLE LAND AND DEVELOPMENT CORP., its successors or assigns shall have a continuing lien upon such owners lot for the aforesaid monthly assessment cost, plus interest, costs, late fees and attorney's fees [all as defined in Paragraph 8(c) below], until such monthly assessment, interest, costs, late fees and attorney's fees are paid, and that such lien where the same remains unpaid for a period of thirty days or more may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. ORIOLE LAND AND DEVELOPMENT CORP., its successors and assigns shall, as a prerequisite to foreclosing said lien file an instrument among the public records of Broward County, Florida, which shall constitute notice to the owners of the property of the existence of the lien, stating the claim of lien, the amount of the lien and the property against which the lien is placed. The lien shall be effective and shall relate back to the date of recording of these original Protective Covenants, but as to institutional first mortgagees, the lien shall not vest or attach to the property until the said claim of lien has been so recorded. ORIOLE LAND AND DEVELOPMENT CORP. shall and hereby assigns its obligation to operate and maintain the aforesaid recreation buildings, structures and recreation and parking facilities, together with the right to receive the monthly assessment of cost from each owner aforesaid to P.G. TWO HOMEOWNERS, INC. and said assignee shall assume the right, privileges, duties and obligations of operation and maintaining said building, structures and recreational and parking facilities, and the receipt of sums fixed as the cost thereof. ORIOLE LAND AND DEVELOPMENT CORP., and its successors shall be relieved and fully discharged from any and all further obligation and duty to maintain, operate or repair said buildings, structures and recreational and parking facilities. Each owner of lots in the subdivision of PARADISE GARDENS SECTION TWO agrees that all charges made for the pro-rata share of the cost of operation, maintenance and repair of the aforesaid buildings, structures and recreational and parking facilities, plus interest, costs, late fees and attorney's fees [all as defined in Paragraph 8(c) below], shall constitute a continuing lien or charge upon such owners' lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. P.G. TWO HOMEOWNERS, INC., its successors and assigns shall, as a prerequisite to foreclosing said lien, file an instrument among the public records of Broward County, Florida, which shall constitute notice to the owners of the property of the existence of the lien, stating the claim of lien, the amount of the lien and the property against which the lien is placed. The lien shall be effective and relate back to the date of recording of these original Protective Covenants, but as to institutional first mortgagees, the lien shall not vest or attach to the property until the said claim of lien has been so recorded.

(a) The initial maintenance and recreational fees combined which includes all the maintenance fees as described in Paragraph 5 hereof and the recreational fees as described in Paragraph 6 hereof, together with the ground rent as set forth in Paragraph 7 hereof, shall be in accordance with the following schedule:

A lot (45 feet in width)	\$28.00 per month
B lot (50 feet in width)	\$32.00 per month
C lot (55 feet in width)	\$34.00 per month
D lot (60 feet in width)	\$36.00 per month
E lot (corner and oversized)	\$40.00 per month.

These charges may be increased from time to time by P.G. TWO HOMEOWNERS, INC.

7. RECREATION LAND LEASE, LIABILITY FOR ASSIGNMENT, LIEN, ETC. The owner of each lot in PARADISE GARDENS SECTION TWO is hereby made liable to ORIOLE LAND AND DEVELOPMENT CORP., its successors or assigns for a share of the ground rent upon the following described lands, to-wit:

Parcel "A" of PARADISE GARDENS, according to the Plat thereof, recorded in Plat Book 67 at Page 37 of the Public Records of Broward County, Florida and Parcel "B" of PARADISE GARDENS SECTION TWO according to the Plat thereof, recorded in Plat Book 69 at page 34 of the public records of Broward County, Florida.

said share being hereby fixed at the sum of Ten Dollars (\$10.00) per month, said sum to be payable by each lot owner to ORIOLE LAND AND DEVELOPMENT CORP., its successors or assigns, commencing on the First day of the month following the date upon which ORIOLE LAND AND DEVELOPMENT CORP., its successors or assigns, causes an instrument to be filed among the public records of Broward County, Florida, declaring that the recreational building to be constructed on said lands has been completed and is ready for use and continuing until the First day of January, 2019; and each owner hereby agrees that ORIOLE LAND AND DEVELOPMENT CORP., its successors or assigns shall have a continuing lien upon such owners' lot to secure the aforesaid share of the ground rent, plus interest, costs, late fees and attorney's fees [all as defined in Paragraph 8(c) below], until such amount is paid; that such lien, where the same remains unpaid for a period of thirty days or more may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. ORIOLE LAND AND DEVELOPMENT CORP., its successors and assigns, shall, as a prerequisite to foreclosing said lien, file an instrument among the public records of Broward County, Florida, which shall constitute notice to the owners of the property of the lien of the existence of the lien, stating the claim of lien, the amount of the lien, and the property against which the lien is placed. The lien shall be effective and relate back to the date of the recording of these original Protective Covenants, but as to institutional first mortgagees, the lien shall not vest or attach to the property until the said claim of lien has been so recorded. ORIOLE LAND AND DEVELOPMENT CORP., has leased the lands described in this above paragraph for a period of years ending January 1, 2019; subject to the terms and conditions and covenants contained therein for the exclusive use and benefit of the lot owners and permanent residents of PARADISE GARDENS and PARADISE GARDENS SECTION ONE and PARADISE GARDENS SECTION TWO; subdivisions to be platted and developed immediately adjacent to PARADISE GARDENS for a monthly rent of Five Thousand, Five Hundred, Eighty Dollars (\$5,580.00). That in connection with said lease, P.G. TWO HOMEOWNERS, INC. shall collect the share of the ground rental set out at Ten Dollars (\$10.00) per month; but, shall nevertheless pledge its right to receive the said fixed monthly sums per lot payable by lot owners to the lessors under said lease as security for said monthly rental of Five Thousand, Five Hundred Eighty Dollars (\$5,580.00) and it is hereby understood that from and after the date of such lease by ORIOLE LAND AND DEVELOPMENT CORP., ORIOLE LAND AND DEVELOPMENT CORP., its successors and assigns (with the exception of each immediate successor or assign who will be relieved from this said obligation upon the assumption thereof by the following successor and assign) shall be relieved and fully discharged from any and all further liability and duty under the provisions of this Paragraph 7, except to the extent the same were incurred by it prior to the date of such assignment. The provisions of this paragraph 7 and Paragraph 6 above, shall be considered and construed as covenants, restrictions, reservations and servitudes Running With the Land and the same shall bind all persons claiming ownership or use of any portion of said lands until January 1, 2019, notwithstanding the provisions of Paragraph 12, hereinafter, calling for an earlier termination date.

8. REMEDIES FOR COLLECTING ASSESSMENTS

(a) No owner of any lot may exempt himself from liability for any assessment levied against him or his lot by waiver of the use or enjoyment of the property hereinabove set forth as recreational center or by abandonment of his lot or in any other way.

(b) The Owner or Owners of any lot shall be personally liable, jointly and severally, as the case may be, to P.G. TWO HOMEOWNERS, INC., its successors and assigns for the payment of all assessments, regular or special, which may be levied by P.G. TWO HOMEOWNERS, INC., its successors or assigns, while such party or parties are the Owner or Owners of a lot. In the event the Owner or Owners of any lot are in default in the payment of any assessment or installment thereof owed to P.G. TWO HOMEOWNERS, INC., its successors and assigns, such Owner or Owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof, at the highest rate of interest allowed by law per annum, until such delinquent assessment or installment thereof, and said interest, is fully paid, plus late fees and for all cost of collecting such assessment or installment thereof, and interest thereon, including a reasonable attorney's fee whether suit be brought or not.

(c) In addition to any and all remedies which may be afforded to P.G. TWO HOMEOWNERS, INC., its successors and assigns of these Protective Covenants, or under the applicable laws of the State of Florida, in order to protect and preserve the interests of all owners of lots in PARADISE GARDENS SECTION TWO, P.G. TWO HOMEOWNERS, INC., its successors and assigns are hereby granted a continuing lien upon each lot to secure monies due for all assessments, regular or special, and installments thereof, for or hereafter levied against the Owner or Owners of each lot, plus interest on unpaid assessments at the highest rate allowed by law per annum, costs incurred in the collection of assessments or the enforcement of the lien, late fees, and attorney's fees incurred in the collection of assessments or enforcement of the lien, whether suit be brought or not. The lien granted to P.G. TWO HOMEOWNERS, INC., its successors and assigns shall also secure all advances may by P.G. TWO HOMEOWNERS, INC., its successors and assigns, to protect and preserve its lien, and interest on all such advances at the highest rate allowed by law per annum. Any payment which is not received by the 10th day subsequent to its due date shall be considered late, and the Board of Directors shall charge a late fee in the amount \$25.00, or such other amount as may be determined by the Board from time to time, for each assessment or installment thereof which remains unpaid or is late. P.G. TWO HOMEOWNERS, INC., its successors and assigns shall as a prerequisite to foreclosing said lien, file an instrument among the public records of Broward County, Florida, which shall constitute notice to the owners of the property of the existence of the lien, stating the claim of lien, the amount of the lien and the property against which the lien is placed. The lien shall be effective and relate back to the date of recording of the original Protective Covenants, but as to institutional first mortgagees, the lien shall not vest or attach to the property until the said claim of lien has been so recorded. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of a lot, or who may be given or acquire a mortgage or other encumbrance thereon is hereby placed on notice of the lien rights granted to P.G. TWO HOMEOWNERS, INC., its successors and assigns and shall acquire the interest in any lot subject to such lien.

(d) Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be election by P.G. TWO HOMEOWNERS, INC., its successors and assigns which shall prevent its thereafter, or simultaneously, seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall preceding by foreclosure to attempt to effect such collection be deemed to be an election precluding the subsequent or simultaneous institution of suit at law to attempt to effect collection of any sums then remaining owing to P.G. TWO HOMEOWNERS, INC., its successors or assigns.

9. ARCHITECTURAL CONTROL.

(a) For the purpose of insuring the development of PARADISE GARDENS SECTION TWO as an area of high standards, P.G. TWO HOMEOWNERS, INC., its successors and assigns, is hereby granted the right and power to control the type, kind and character of the buildings, structures and other improvements to be placed on the foregoing-described lands. The owner or occupant of each and every lot, by acceptance of title thereof, shall not permit a structure of any kind to be placed, erected or altered upon any of the foregoing-described lands unless and until the plans and specifications thereof and the plot thereof have been submitted to and approved in writing by P.G. TWO HOMEOWNERS, INC., or an architectural control committee appointed by P.G. TWO HOMEOWNERS, INC. before any such construction is begun. No structure shall be placed, erected or altered on any lot until construction plans and specifications and a plot plan showing location of the structure upon the lot shall have been approved by the P.G. TWO HOMEOWNERS, INC., or its Committee.

(b) P.G. TWO HOMEOWNERS, INC., may, in its discretion, grant the Committee the power vested in P.G. TWO HOMEOWNERS, INC. to approve or disapprove the plans, specifications and plot plans of any structure to be erected within the foregoing-described lands. In the exercise of the power and the performance of its duties, due consideration shall be given to the characteristics of the community of PARADISE GARDENS SECTION TWO, as housing for older persons and the ability of any proposed structure to harmonize with that concept. P.G. TWO HOMEOWNERS, INC. and/or its Committee shall be permitted to employ aesthetic values in making its determinations.

10. ENFORCEMENT. These restrictions and requirements may be enforced by any of the land owners in PARADISE GARDENS SECTION TWO, by P.G. TWO HOMEOWNERS, INC., or by ORIOLE-MARGATE, INC., its successors or assigns.

11. INVALIDITY CLAUSE. Invalidation of any one of these covenants by a Court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

12. EXISTENCE OF DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes Running With the Land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the First day of June, 1982, (except as elsewhere herein expressly provided otherwise). After June 1, 1982, said covenants, restrictions, and servitudes shall automatically be extended for successive periods of ten (10) years. These Protective covenants may be amended, enlarged or repealed, in whole or in part, at any time, by a vote of a majority of the lots at a meeting of owners called for that purpose, or by an instrument signed by the owners of a majority of the lots.

13. FINES AND COLLECTION. The Board of Directors may levy reasonable fines, not to exceed the highest amount permitted by law per violation, but if no such amount is set by law, then in an amount not to exceed \$150.00 per violation, against any Owner, or any of the Owner's family members, tenants, guests, occupants, or invitees for every and any violation of Chapter 720, Florida Statutes, the Protective Covenants, By-Laws, Articles of Incorporation, or the Association's rules and regulations, all as may be amended or renumbered from time to time. An Owner shall be liable and responsible for paying any fine levied against the Owner, and jointly and severally liable and responsible to pay for any fine levied against any of the Owner's family members, tenants, guests, occupants, or invitees. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. There shall be no aggregate cap or limit to a fine. A fine may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed.

The requirements of this subsection do not apply to the imposition of fines because of the failure to pay assessments or other charges when due. Each Owner shall have an obligation to pay the fine. In the event an Owner is leasing the lot and is delinquent in the obligation to pay to the Corporation any fine levied hereunder, any general or special assessments, or any installment thereof, the Corporation shall have the right, but not the obligation, to require the tenant to pay the rental installments, or the portion thereof sufficient to pay said delinquent fines or delinquent assessments, directly to the Corporation, upon the Corporation giving written notice of the exercise of such right to the Owner and tenant. This right of the Corporation is cumulative and in addition to any and all other rights or remedies the Corporation may have against the Owner or tenant. Failure of the tenant to pay to the Corporation the rental installments, or portions thereof, as specified in said notice, shall entitle the Corporation to terminate the lease and/or evict the tenant, and in the event the Corporation attempts to enforce this provision against the Owner or tenant, or brings any action, litigation or proceeding to terminate the lease and/or evict the tenant, the Corporation shall recover from the Owner and/or the tenant its costs and reasonable attorney's fees incurred therefor, whether suit be brought or not, through all appellate levels. The tenant shall be entitled to a set off against rent payable to the Owner for any and all amounts paid by the tenant to the Corporation hereunder.

14. **EXHIBITS.** In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by a legal description and name of the parcel owner as set forth in Exhibit "A" attached hereto and made a part hereof. The Articles of Incorporation for the Association are contained in Exhibit "B" attached hereto and made a part hereof. The By-laws for the Association are contained in Exhibit "C" attached hereto and made a part hereof and a graphic description of the real property subject to the Revived Declaration is contained in Exhibit "D" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Association, has hereunto set its seal this 30th day of May, 2007

Signed, sealed and delivered in the presence of:

P.G. Two Homeowners, Inc.,
a Florida corporation not-for-profit

Joseph L. Twinn
Witness
JOSEPH L. TWINN
Print Name

By Patricia A. Lahey
Patricia A. Lahey, President

Attest: Robert McLellan
Robert McLellan, Secretary

Anna Twinn
Witness
Anna Twinn
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of May, 2007, by Patricia A. Lahey, as President and Robert McLellan, as Secretary of P G Two Homeowners, Inc., a Florida not-for-profit corporation, on behalf of the corporation for the purposes therein expressed.

Personally Known OR
Produced Identification _____

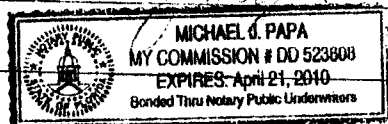
Private Seal
Type of Identification

FTL DB: 870308_3

NOTARY PUBLIC-STATE OF FLORIDA

Sign Michael J. Papa

Print _____





STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

Loretta Kallay Prettyman, Esquire
Becker & Poliakoff
Emerald Lake Corporate Park
3111 Stirling Road
Fort Lauderdale, Florida 33312-6525

Re: Paradise Gardens Section Two, governed by the P.G. Two Homeowners, Inc.
Covenant Revitalization; DCA07-HA-089

Dear Ms. Prettyman:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Paradise Gardens Section Two, governed by the P.G. Two Homeowners, Inc., and has determined that the proposed revived declaration and other governing documents comply with the requirements of Section 720.406, Florida Statutes (F.S.). This letter does not constitute a determination of whether the subdivision qualifies for an exemption to the Florida and federal Fair Housing Acts as housing for older persons.

Please be advised that Sections 720.407(1) and (2), F.S. require that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the division. No later than 30 days after receiving approval from the Division of Corporations, the president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located.

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records. Unless we hear from you within 30 days to make other arrangements, the paper documents you submitted to the Department of Community Affairs will be scanned for electronic storage and disposed of.

If you have any questions concerning this matter, please contact Leslie O. Anderson-Adams, Assistant General Counsel at (850) 922-1689.

Sincerely,

Charles Gauthier, AICP
Director, Division of Community Planning

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.0466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE

COMMUNITY PLANNING

HOUSING & COMMUNITY DEVELOPMENT

DCA07-HA-089

NOTICE OF RIGHTS

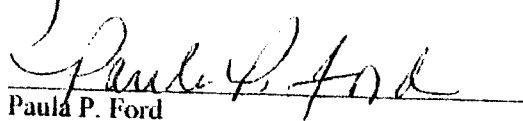
ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(b)(1)(C) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100, WITHIN 30 DAYS OF THE DAY THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

YOU WAIVE YOUR RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document has been filed with the Department's designated Agency Clerk and that true and correct copies have been furnished to the persons listed below in the manner described, on the 24th day of May, 2007


Paula P. Ford
Agency Clerk

By U.S. Mail

Loretta Kallay Prettyman, Esquire
Becker & Poliakoff
Emerald Lake Corporate Park
3111 Stirling Road
Fort Lauderdale, Florida 33312-6525

By Interoffice Mail

Leslie O. Anderson-Adams
Assistant General Counsel
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100