

**Consolidated Community Management, Inc.**

7124 N. Nob Hill Road  
Tamarac, Florida  
33321

**PURCHASE APPLICATION**  
**PARADISE GARDENS SECTION II**

*Single Family Community for Residents Age 55 years and older*

*Applications and supporting documents must be hand delivered or mailed.  
Faxed or e-mailed applications and supporting documents will not be accepted.*

**Applicant(s) must sign each line indicating acknowledgement.**

- \_\_\_\_\_ **\$150 non-refundable application fee** per applicant/occupant age 18 or over (\$150 per married couple), Cashier Check or money order only made payable to: **Consolidated Community Management - Inc**
- \_\_\_\_\_ **Age restriction:** Paradise Gardens Section Two is registered as Housing for older People. At least one person over the age of 55 must PERMANENTLY reside in the home and any person under the age of 18 is prohibited from residing in the home.
- \_\_\_\_\_ Sales Contract (Must be fully executed)
- \_\_\_\_\_ The complete application must be submitted to the Association not less than thirty days prior to the desire date of transfer.
- \_\_\_\_\_ Proof of funds to close (and mortgage approval letter if financed)
- \_\_\_\_\_ Last three (3) months bank statements
- \_\_\_\_\_ Last three (3) pay stubs or proof of income, such as pensions and/or social security benefits. If Self –Employed, copy of the last two year’s complete, signed Tax Returns (Per./Bus)
- \_\_\_\_\_ Copy of driver’s license / ID for all applicants. Copy of current Passport and Visa for International applicants
- \_\_\_\_\_ Copy of current registrations for all vehicles parked on property. Photo of all vehicles
- \_\_\_\_\_ Application for Occupancy Form
- \_\_\_\_\_ (Copy of marriage certificate required if married with different last names)
- \_\_\_\_\_ 700 minimum credit score required.
- \_\_\_\_\_ Attach is a synopsis of our Covenants. Please read it and bring it with you to the orientation/Screening. Please call and leave a message if you have any questions at 954-718-9903. Someone will get back to you in a timely manner.

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED\*\***

## Consolidated Community Management, Inc.

7124 N. Nob Hill Road  
Tamarac, Florida  
33321  
954-718-9903

\_\_\_\_\_ Owners are not permitted to lease their units within the first twelve months of ownership.

\_\_\_\_\_ No lease may be for a period of less than 12 months or more than a maximum of twelve consecutive months. Only one lease permitted per any twelve-month period.

\_\_\_\_\_ Cars must be limited to the number that can be parked in the Garage/carport and driveway. No more than (3) cars if the Unit has a double driveway.

\_\_\_\_\_ Pet Verification Form. Only 2 pets permitted. Twenty-five lbs. or less. No aggressive breeds, pit bulls or Rottweiler.

\_\_\_\_\_ A residential Unit may be lease only in it's entirely; no fraction or portion thereof may be separately leased.

\_\_\_\_\_ No person other than those shown on this application will reside in the Unit and I/We agree that anyone moving into the unit at later date will apply and be approved by the association.

\_\_\_\_\_ I/We have received, read, and understand the Recorded Documents and Rules and Regulations of Paradise Gardens Section II Association, Inc. and understand that they apply to me/us and our home.

\_\_\_\_\_ A screening interview is required for approval. Occupancy before final approval is prohibited. Screening appointments must be scheduled at least 10 days BEFORE closing or leasing. The screenings are done on the first and third Tuesday of the month, unless other arrangements are made.

\_\_\_\_\_ **Maintenance payments are paid Quarterly and are due on: January 1st; April 1st; July 1st; and October 1st. Any payment not received on or by the 20<sup>th</sup> of the month due, will be charged a late fee. Payments not received two (2) quarters concurrently will be subject to a property lien and all legal feed incurred in the collection of said debt.**

\_\_\_\_\_ **All items listed are required at the time the application is submitted and an estoppel must have been requested by the title company, otherwise it will not be processed.**

### **Please note:**

**Additional documentation may be required**

**The application process may take up to 30 days.**

**A certificate of approval will NOT be issued without an estoppel being completed on the property. Please do not schedule closings or occupancy until you have been notified of applicant's orientation date.**

**DO NOT CONTACT our office to verify the status of the application until 21 days from date of submission.**

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED\*\***

## **FOREIGN NATIONALS / FOREIGN INVESTORS**

**Applicant(s) must initial each line** indicating the required documentation listed is enclosed.

- \_\_\_\_\_ Copy of current VISA and PASSPORT
- \_\_\_\_\_ Proof of employment and income  
(Must be NOTARIZED and translated into U.S. DOLLARS and into ENGLISH)
- \_\_\_\_\_ If self-employed, provide proof of ownership and income from that company  
(Must be NOTARIZED and translated into ENGLISH)
- \_\_\_\_\_ Provide Articles of Incorporation (If buying as a corporation)

## **CANADIAN CITIZENS**

**Applicant(s) must initial each line** indicating the required documentation listed is enclosed.

- \_\_\_\_\_ Must provide Canadian credit report

## **TRUSTS**

**Applicant(s) must initial each line** indicating the required documentation listed is enclosed.

- \_\_\_\_\_ When buying as a Trust, please provide the Trust organization papers

## **CORPORATIONS or LLCs**

**Applicant(s) must initial each line** indicating the required documentation listed is enclosed.

- \_\_\_\_\_ Copy of the Articles of Incorporation for the corporation or LLC
- \_\_\_\_\_ Provide three (3) last bank statements for the corporation or LLC
- \_\_\_\_\_ Proof of income and last three (3) bank statements of Managing Member or President
- \_\_\_\_\_ Managing Member or President is required to provide all personal information, including social security number.
- \_\_\_\_\_ Managing Member or President is required to sign the application

**THIS IS THE MINIMUM DOCUMENTATION REQUIRED. DURING THE APPLICATION PROCESS ADDITIONAL DOCUMENTATION MAY BE REQUIRED; EACH CIRCUMSTANCE IS DIFFERENT.**

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED\*\***

# **APPLICATION FOR OCCUPANCY - PURCHASE**

**INSTRUCTIONS:**

1. **Any occupant age 18 or older must complete this application and pay an application fee.** If occupants are not legally married each person must pay a separate application fee.
2. Print legibly or type all information. Account and telephone numbers and complete addresses are required. If any question is not answered or left blank; this application may be returned, not processed and not approved. Missing information will cause delays in processing your application. All application spaces **MUST** be filled in.
3. Only the applicants are authorized to sign all forms.

Today's date: \_\_\_\_\_ Desired date of Occupancy: \_\_\_\_\_

Address of unit or home for this application: \_\_\_\_\_

Cell phone & e-mail of Realtor: \_\_\_\_\_

## PURCHASER / OCCUPANT INFORMATION

	APPLICANT	CO-APPLICANT
<b><u>Marital Status</u></b>	Name: _____ Last	Name: _____ Last
<input type="checkbox"/> Single	_____ <small>First</small> _____ <small>Middle Initial</small>	_____ <small>First</small> _____ <small>Middle Initial</small>
<input type="checkbox"/> Married	_____ <small>Maiden</small>	_____ <small>Maiden</small>
<input type="checkbox"/> Separated	SSN: - - - - -	SSN: - - - - -
<input type="checkbox"/> Divorced	DOB: _____ / _____ / _____ DL <small>NUMBER STATE</small>	DOB: _____ / _____ / _____ DL <small>NUMBER STATE</small>
<b>Address</b>	Current street address _____ City                                      State                      Zip Code	Current street address _____ City                                      State                      Zip Code
<b>Phone</b>	(      ) Home / Primary Phone # _____ (      ) Cell /Secondary Phone # _____	(      ) Home / Primary Phone # _____ (      ) Cell /Secondary Phone # _____
<b>Email</b>	Email address _____	Email address _____
<b>NO. OF OTHER S TO OCCUP Y</b>  (      )	Name: _____ Last _____ First Age: _____ Relationship: _____	Name: _____ Last _____ First Age: _____ Relationship: _____
	Name: _____ Last _____ First Age: _____ Relationship: _____	Name: _____ Last _____ First Age: _____ Relationship: _____

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED\*\***

# **APPLICATION FOR OCCUPANCY - PURCHASE**

	APPLICANT	CO-APPLICANT
<b><u>INCOME</u></b>	<b>PROOF OF INCOME MUST BE ATTACHED</b>	<b>PROOF OF INCOME MUST BE ATTACHED</b>
	Monthly Income: _____	Monthly Income: _____
	Source(s): <input type="checkbox"/> Employer <input type="checkbox"/> Self-Employed	Source(s): <input type="checkbox"/> Employer <input type="checkbox"/> Self-Employed
	<input type="checkbox"/> Retirement <input type="checkbox"/> Other _____	<input type="checkbox"/> Retirement <input type="checkbox"/> Other _____
Employer	Employed by: _____ Pho	Employed by: _____ Pho
	Start date: _____ Pos	Start date: _____ Pos
<b><u>VEHICLE INFO</u></b>	<b>COPY OF VEHICLE REGISTRATION &amp; DRIVERS LICENSE MUST BE ATTACHED</b>	<b>COPY OF VEHICLE REGISTRATION &amp; DRIVERS LICENSE MUST BE ATTACHED</b>
	Year _____ Make _____ Mo	Year _____ Make _____ Mo

I understand that the Board of Directors of the Association and/or Consolidated Community Management Inc., their agent, may institute an investigation of my background (including credit, criminal and eviction reports) as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors, Consolidated Community Management, Inc. and First Advantage Resident Screening to make such investigation and agree that the information contained in this application and any attached documentation may be used in such investigation; and that the Board of Directors and Officers of the Association, Consolidated Community Management, Inc. and First Advantage Resident Screening shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors / Consolidated Community Management, Inc. or First Advantage Resident Screening.

**I understand that false information given herein may constitute grounds for rejection of this application, denial of occupancy and/or forfeiture of any deposits.**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED\*\***

**PARADISE GARDENS SECTION II**  
**Single Family Community for Residents Age 55 years or Older**  
**1650 N. W. 68<sup>th</sup> Avenue**  
**Margate, Florida 33063**

I hereby give Paradise Gardens Section II and/or its agent, permission to verify the information submitted on this application. I/We realize that this includes, but is not limited to, a background check on all the adults who will own and/or occupy the property. Background checks include: property ownership; bankruptcy; criminal; driver's license; professional license; vehicle information and other information which may be deemed necessary. I/We understand that this information will be used solely for the orientation/screening process and will be kept in strict confidence. I/We hereby hold the association and/or its agents harmless from liability for the gathering and verification of such information.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Incorrect or fraudulent information is sufficient reason for the  
Orientation/Screening Committee and the Board of Directors to deny your application.**

**OWNERS ARE RESPONSIBLE FOR THEIR GUESTS AND RENTERS AT  
ALL TIMES**

**Character Reference (No relatives):**

1) ----- **Phone:** \_\_\_\_\_  
2) \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Emergency Contact Infor.:**

1) \_\_\_\_\_ **Phone:** \_\_\_\_\_  
2) ----- **Phone:** \_\_\_\_\_

New Owner/Lessee Cell #: \_\_\_\_\_ Email address: . \_\_\_\_\_

New Owner/Lessee Cell#: ..... Email address: .....

PARADISE GARDENS SECTION II  
Single Family Community for Residents Age 55 years and Older  
1650 N. W. 68<sup>th</sup> Avenue  
Margate, Florida 33063

INFORMATION ON EACH APPLICANT  
To be filled out by each person

Each applicant individually please fill out this form and state your Name, DOB, Social Security# and Relationship. (REMINDER: No person under the age of 18 may occupy the home on a permanent basis.)

Name: \_\_\_\_\_ DOB \_\_\_\_\_ SS #: \_\_\_\_\_

Relationship \_\_\_\_\_

Address \_\_\_\_\_

Name and address of Employer: \_\_\_\_\_

If retired, last place of employment: \_\_\_\_\_

Are You Now a Resident of Florida? \_\_\_\_\_

How Long Have You Resided in Florida? \_\_\_\_\_

State/Country of Previous Residency: \_\_\_\_\_

Length of Time in Previous Residence? \_\_\_\_\_

Have You Ever Been Convicted of a Felony? \_\_\_\_\_

Cars: 1. Plate # \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

CARS MUST BE LIMITED TO THE NUMBER THAT CAN BE PARKED  
IN THE GARAGE/CARPORT AND DRIVEWAY  
No more then (3) cars or trucks if you have a double driveway

Do You Have a Pet(s)? \_\_\_\_

IF YES, Breed, Size, Color, How many & type & weight: \*No Pit bulls or Rottweiler  
allowed. \_\_\_\_\_

PARADISE GARDENS II AND THE CITY OF MARGATE STRICTLY ADHERE TO LEASH  
LAWS AND CLEANING UP AFTER YOUR PET.

# **ACKNOWLEDGEMENT**

- I have received, read, understand, and agree to comply with the Rules & Regulations for this community. Under Florida Law, I understand it is the seller's responsibility to provide me with these items.

- The Governing Documents of the community are available on our web page.

I understand that the Rules & Regulations can be amended or changed for the association by

- the Board of Directors from time to time.

I understand the application process can take up to 30 days and agree I will not occupy the

- premises prior to my orientation and certificate of approval being issued.

I understand that the closing date should not be scheduled prior to notification of the orientation

- date.

## **I understand the vehicle and parking restrictions for this community are as follows:**

- 

- Cars must be limited to the number that can be parked in the garage/carport and driveway. No more than (3) cars if the unit has a double driveway.
- Parking spaces are only for automobile and pick-up truck parking. No other truck, commercial vehicle in excess of eighteen feet in length, bus, recreational vehicle, boat, trailer, lunch wagon, shall be parked or stored on any portion of the community.
- The overnight parking of vehicles of any kind at clubhouse is prohibited.
- This community may have parking restrictions that include, but are not limited to parking decals, guest parking passes. It is my responsibility to verify these restrictions before I or my guests enter the property with a vehicle.

- **I understand that the pet restrictions for this community are as follows:**

- No aggressive breeds are permitted on the property at any time.
- I must walk my pet on a leash at all times, and clean up after my pet.

## **I understand the occupancy restrictions for this community are as follows:**

- ○ The maximum occupancy is two (2) per bedroom.

## **I understand that should I lease my unit, the leasing restrictions are as follows:**

- ○ Board approval is required for all new leases and renewals.
- Renewals must be submitted at least thirty (30) days prior to expiration of current lease.

I understand there is a Quarterly maintenance fee due on the first of each quarter. January 1,

- April 1, July 1 and October 1. Any payment not received on or by the 20<sup>th</sup> of the month due will be charged a late fee. Payments not received two (2) quarters concurrently will be subject to a property lien and all legal fees incurred in the collection of said debt.

I understand the accounting firm will send me payment coupons to make my payment. I further

- understand that I am responsible to make the maintenance payment from the date of closing regardless of whether I have received the coupons.

I understand that the hours for moving of furniture either in or out are 8:00AM through 10:00PM

- No moving will be permitted on Holidays.

I agree to provide within 2 business days of closing a copy of my warranty deed or a copy of the

- settlement agreement to Consolidated Community Management, Inc.

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED\*\***



# **ACKNOWLEDGEMENT**

**IF YOU ANSWER YES TO ANY OF THE FOLLOWING QUESTIONS** please explain the circumstances regarding the situation on a separate piece of paper(s) and attach it to the application.

<b>ALL APPLICANTS MUST ANSWER EACH QUESTION BELOW.</b>	<b>APPLICANT</b>	<b>CO-APPLICANT</b>
1. Have you ever had an eviction filed against you?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Have you ever left owing money to any owner or landlord?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Have you ever applied for residency anywhere in the past 2 years, but did not move in?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Have you ever had adjudication withheld or been convicted of a crime?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

***Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, determination of occupancy approval, and / or forfeiture of fees or deposits.***

***I / we certify under penalty of perjury that I/we agree to and understand all items on these pages and in this application for occupancy.***

\_\_\_\_\_  
Applicant Name Printed

\_\_\_\_\_  
Co-applicant Name Printed

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Co-applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED\*\***

# **PET VERIFICATION FORM**

All parties listed on application MUST sign below

## **Complete and sign section A if you DO NOT own a pet**

### **SECTION A:**

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

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

I DO NOT OWN A PET: \_\_\_\_\_  
Applicant Signature

**\*\*YOU MUST RESUBMIT PET ACKNOWLEDGEMENT FORM IF AT ANY POINT IN THE FUTURE, YOU OR ANYONE RESIDING IN YOUR UNIT ACQUIRES A PET\*\***

\*\*\*\*\*

## **Complete and sign section B if you DO own a pet**

### **SECTION B:**

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of pet (Breed): \_\_\_\_\_

Weight of pet: \_\_\_\_\_

Weight of pet at maturity: \_\_\_\_\_

Pet's name: \_\_\_\_\_

Pet's color: \_\_\_\_\_

Tag Number Broward County: \_\_\_\_\_

**\*\*YOU MUST INCLUDE PICTURE OF PET FOR IDENTIFICATION PURPOSES\*\*  
\*\* STATEMENT FROM VETERNARIAN CERIFYING BREED AND HISTORY OF SHOTS ARE REQUIRED\*\***

Please remember all dogs are to be walked on a leash, the dog's owner is responsible for the removal of their dogs excretion.

By signing below I verify I have read and understand the above and will abide by the rules and regulations of the community. I agree to indemnify PARADISE GARDENS SECTION II from damages and liability caused by the pet(s) listed above and any other pet(s) in the future that are within my unit.

\_\_\_\_\_  
Applicant

**\*\*INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED\*\***



## Exceptional Property Management

All association electronic communications must comply with  
Rule 61b-23.0029 of the Florida Administrative Code.

I agree to receive all communications from the Board of Directors of Paradise Gardens Section II, either directly or on behalf of the Association by the current Property Manager, in electronic format utilizing the email address provided below. Communications that are required to be provided in hard copy by Florida Statute will continue to be hand-delivered or sent by mail.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

# **PARADISE GARDENS SECTION II**

C/O Consolidated Community Management, Inc

7124 N Nob Hill Rd, Tamarac Fl 33321

I/we have received the Declaration of Covenants, The Articles of Incorporation, the By-Laws, and the Rules & Regulations for PARADISE GARDENS SECTION II.

_____	_____
<b>Applicants' name</b>	<b>Date</b>
_____	
<b>Applicant' signature</b>	
_____	_____
<b>Co-Applicant's name</b>	<b>Date</b>
_____	
<b>Co-Applicant's signature</b>	

## **PARADISE GARDENS SECTION TWO**

### **SYNOPSIS OF PROTECTIVE COVENANTS**

The following protective Covenants were recorded by Oriole Corporation in the official records of Broward County.

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 benefits of all interested parties.

These Protective Covenants were in turn incorporated in the Chapter of Paradise Gardens Section Two, Inc., and registered with the Secretary of State of Florida.

We, as Homeowners, benefit by their existence and enforcement.

**Single Family Homes** - The lots are restricted to the use of single family homes, to be used by a single family, servants and guest. No renting of rooms in a single family home.

**Commercial Use** - No trade, business, profession or any other type of commercial activity shall be carried on.

**Fences and Hedges** - No fences or Hedges are permitted; all clothes lines or poles are restricted to the rear yard and must be a removable.

**Antennas** - No exterior radio/television/internet antenna is permitted on any residence roof.

**AGE LIMITATION ON PERMANENT RESIDENTS** - In recognition of the fact the lots described herein have been platted and the structures to be located thereon designed primarily for the comfort, convenience and accommodation of adult person, the use of all lots in the foregoing described land are hereby limited to permanent residents **55 YEARS OF AGE OR OLDER WITH NO PERMANENT RESIDENT UNDER THE AGE OF 18.**

**Parking-The** parking or Storage of automobile except upon paved areas is prohibited. Overnight parking or storage of trucks or commercial vehicles in excess of one-half (1/2) ton rated capacity is prohibited. The overnight parking of vehicles of any kind upon public right-of-way is prohibited. The parking or storage of boats, boat trailers or RV'S upon any of the foregoing described lands is prohibited except in spaces expressly provided for the same, or as may be approved in writing in advance by the committee.

**No parking on the grass or blocking someone's driveway.**

**Building maintenance** - Each homeowner is obligated to share the pro-rate cost of maintaining the lawn and the exterior building painting. If sod becomes unsightly and needs to be replaced, the individual homeowner is responsible for the entire cost of such replacement. **Watering and maintaining sprinkler systems** is the sole responsibility of the homeowner.

**Recreation Facilities** - Each homeowner is responsible for the pro-rata cost of the operation, maintenance, repair and taxes of the recreation and the parking facilities.

**Maintenance Assessment** - Each homeowner is liable for the pro-rata cost of maintenance (and leasing) of the recreation building and area. Such cost is by the monthly assessment determined by the Board of Directors.

**Lien Rights** - In event of failure to pay on the part of any homeowner of both ground rent and maintenance assessment, and the amount due remains unpaid for a period of thirty (30) days, a lien against the particular home involved may be filed in the official records of Broward County. This lien can be satisfied only by the payment of the total amount due, plus costs and reasonable fees. (this can make the sale of the home difficult, as the lien must be lifted in order to transfer a clean title.)

**Architectural Committee** -This committee is now composed of members of the Board of Directors. No structure of any kind may be placed, altered or erected on the lot of any homeowner unless the plans and specifications have been submitted to the Committee and approved by the Committee in writing. The Committee shall be permitted to employ aesthetic values in making its determinations.

**Enforcement** -The above restrictions and requirements may be enforced by an action in a court of law by any of the land owners **in Paradise Gardens Section Two.**

**Lease Restrictions:** No application for, nor consideration of, the leasing of property shall be entertained by the association, until the property has been owned by the party applying for approval of the leasing thereof, for not less than one (1) full calendar year, from the date of title recording .No Portion of a property (other than the entire property) may be leased. No rooms may be rented/leased and no transient tenants shall be permitted. No property may be leased for a period of more or less than (12) consecutive months, and only one lease, irrespective of its duration, may be approved during any on 12 months period. Tenants may not sublease the property.

**ALL OF THE ABOVE COVENANTS AND RESTRICTIONS ARE ENTERED IN THE OFFICIAL RECORDS OF  
BROWARD COUNTY**

**PARADISE GARDENS SECTION II**  
**Single Family Community for Residents Age 55 Years or Older**  
**1650 N. W. 68<sup>th</sup> Avenue**  
**Margate, Florida 33063**

**ADDENDUM TO RENTAL AGREEMENT**

In consideration of the Association's authorization to lease the property herein, the owner and tenant both stipulate and agree that in the event the owner defaults in the payment of any Quarterly Maintenance or Special Assessments, that upon notification thereof by Association directly to the tenant, the tenant shall tender all future rental/lease payments to the Association until such time as all arrearages in the obligations of the owner have been satisfied.

Owner specifically consents to this provision in further consideration of Association's Authorization of the lease/tenancy.

**OWNER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**TENANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**TENANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# PARADISE GARDENS SECTION TWO



## RULES AND REGULATIONS



## GENERAL INFORMATION

PLEASE NOTE: Information on this page is subject to change. Please confirm with management as to any possible updates to the policies and procedures referenced herein.

1. Regular meetings of the Board of Directors are held on the 2<sup>nd</sup> Wednesday of each month at 7:00PM, subject to cancelation and rescheduling as needed. The Board of Directors consists of volunteer homeowners donating their time to maintain the integrity and value of the community. **DO NOT CONTACT BOARD MEMBERS DIRECTLY WITH ANY COMPLAINTS OR ISSUES OUTSIDE OF A DULY NOTICED BOARD MEETING. ALL COMMUNICATION MUST BE DIRECTED TO THE ASSOCIATION'S HIRED PROPERTY MANAGER.** (Please provide your name, address, day/time, contact information, and nature of the issue).
2. For all issues and requests, please contact:

Laurie White, LCAM  
Consolidated Community Management  
7124 North Nob Hill Road  
Tamarac Fl 333215  
Office: 954-718-9903  
Fax: 954-718-9946  
Email: [lwhite@ccmfla.com](mailto:lwhite@ccmfla.com)

3. All financial matters are handled by Consolidated Community Management (“CCM”) Accounting. All assessment payments are due and payable on the first day of each quarter. Any assessment not paid on or before the 10<sup>th</sup> of the month due will incur a \$25.00 late fee. Returned checks will result in a \$25.00 NSF fee and future payments will be required to be in the form of certified funds or money order. All payments must be made payable to P. G. Two Homeowners, Inc. and paid to Southstate Bank in accordance with the instructions on the homeowner’s account statement. For all financial or accounting inquiries or requests, please contact:

**Russell Huzior**  
Consolidated Community Management  
7124 North Nob Hill Road  
Tamarac Fl 333215  
Office: 954-718-9903  
Fax: 954-718-9946  
Email: [rhuzion@ccmfla.com](mailto:rhuzion@ccmfla.com)

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**P.G. TWO HOMEOWNERS, INC  
AKA PARADISE GARDENS SECTION TWO  
RULES AND REGULATIONS  
REV. 2022**

**Introduction:**

**P. G. TWO HOMEOWNERS, INC. AKA PARADISE GARDENS SECTION TWO**, shall be hereafter referred to as "Association". The Board of Directors shall be hereafter referred to as the "Board". If there is a conflict between these Rules and Regulations and the Protective Covenants for the Association, or any amendment thereto, the Protective Covenants, as recorded on June 19, 2007, at Official Records Book 44207, Page 661, CFN #107151590, and as amended thereafter, shall prevail. All references to the word "Article" hereafter, shall relate to the aforesaid Protective Covenants. Each Owner and authorized occupant is specifically reminded that this Association is intended and operated as "housing for older persons" (an over 55 years of age community), and it must comply with the Fair Housing Amendments Act of 1988 and Housing for Older Persons Act of 1995, as either or both may be amended, from time to time.

**R1. Act in Accordance With.** Every Owner and Occupant shall comply with these Rules and Regulations as set forth herein, and all Rules and Regulations which from time to time may be adopted, along with the provisions of the Protective Covenants, By-Laws and Articles of Incorporation of the Association as amended from time to time (altogether as "Governing Documents"). Failure of an Owner or Occupant to so comply shall be grounds for action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend rights to use recreational facilities, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board a fine or fines may be levied for failure of an Owner, or the Owner's tenants, occupants, family, guests, invitees or employees, to comply with any restriction, rule or regulation herein or the Protective Covenants, Articles of incorporation or By-Laws, as provided in the Protective Covenants.(Article 13) and Florida Statute.

**R2. Application and Distribution of Rules and Regulations.** All of these Rules and Regulations shall apply, to all Owners and Owner's occupants, tenants, family members, guests, licensees, invitees, employees, agents, contractors, and all others present in the community as a result of the Owner, even if not specifically so stated in portions hereof, and the Owner shall be liable and responsible for the compliance of the foregoing with all Rules and Regulations, and all other Governing Documents, as may be passed and amended from time to time. The Board shall be permitted (but not required), to grant relief to one or more Owners from specific Rules and Regulations upon written request therefor, and upon good cause shown. Such relief shall be determined in the sole opinion of, and conditioned on time limitations, as such may be determined by the Board. It is intended that every owner and resident receive and be aware of these Rules and Regulations. Upon the transfer of title to the property, the new Owner is responsible for obtaining a current copy of these Rules & Regulations as part of the governing documents of the Association. All applicants shall be required to sign acknowledgements they have read and understand the rules prior to any occupancy.

**R3. Mailing and Alternate Addresses.** Each Owner shall provide Association with the Owner's full address and telephone number for the purpose of official notices and correspondence. It is the obligation of the Owner to maintain both the mailing address and telephone number in a current status. Notices, including violation and delinquency notices will only be sent to the last address provided by the Owner; therefore, it is imperative that the Owner keep this information up to date with the Association. Neither management or the Association is responsible for obtaining updated addresses from the Owner.

**R4. Alterations to Lots.** No material alteration, addition, modification, or installation, to any exterior portion of a home or Lot, or material change in the appearance thereof, shall be made without the prior written approval thereof having been first obtained from the Board, or Board appointed Architectural Control Committee, which shall not be unreasonably withheld. [Article 9(a)]

**R5. Alterations to Common Areas.** No Owner may alter any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Board or appointed Architectural Control Committee. No Owner shall cause any damage to the Common Areas or Association property, and shall be liable for the cost of any damage and necessary repairs.

**R6. Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of any portion of Lot or Association property, as determined in the sole and reasonable discretion of the Board of Directors. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed.

**R7. Common Area Usage; Nuisance.** The common areas and facilities shall not be obstructed or used in any matter other than their intended purpose, as determined in the sole and reasonable discretion of the Board of Directors. No nuisance or any behavior which may be considered an annoyance, or which otherwise interfere with the rights of peaceful use and possession of any other shall be permitted on the Common Areas or Association property.

**R8. Storage and Personal Property; Outdoor Furniture.** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the Board, or an appointed Architectural Control Committee. The personal property of Owners/Occupants must be stored in their respective homes or completely within outside storage areas (as such shall first be approved in writing by the Board, or appointed Architectural Control Committee). No Owner or resident shall have any equipment or objects on the Lot that will impede ingress/egress, or any Lot maintenance. No exercise equipment, toys, recreational equipment, or other supplies, articles, or personal property, as determined by the Board of Directors, shall be placed, stored or left on the exterior portions of any Lot, including but not limited to the front yard, patio, and carport areas. Placement and use of outdoor patio furniture may be permitted only upon prior written approval from the Board or the Architectural Control Committee. All owners shall maintain their approved outdoor furniture in good clean, condition and repair, including but not limited to cleaning, painting, and prevention of mildew, rust, wood rot and deterioration of equipment components.

**R9. Exterior Attachments, Signs, and Flags.** An Owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on any exterior portion of the home or Lot, including but not limited to flags, signs, posters, banners, advertisements, tents, sheds, awnings, canopies, shutters, enclosures, or other projections or attachments, without the prior written approval from the Board or appointed Architectural Control Committee. No newspapers, aluminum foil, cardboard, sheets or any other temporary window treatments are permitted at any time. New residents may hang temporary window covering, not to exceed thirty (30) days from the move-in date. An Owner may display one portable, removable United States flag or official flag of the state of Florida in a respectful manner either by a flag pole or draped, and one (1) portable, removable, official flag, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force, or POW-MIA flag, in a respectful manner. One (1) "For Sale" sign may be permitted on a lot only while the property is actively listed for sale, but only upon written approval as referenced herein.

**R10. Hanging and Air Drying.** No linens, clothes, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from, or on, any portion of the home, the lot or any of the windows, doors, patios, fences, or other portions of the home or Lot, except as such may be provided in the Protective Covenants. A single, impermanent, umbrella-style, removable clothesline may be placed in the rear of the property, but must be removed and stored out of sight when not actively in use. Outdoor drying activities are restricted to the rear yard and, in the case of corner lots, to that portion of the rear yard thereof which is more than twenty-five (25) feet from the street right-of-way and must be removed by the end of each day or when not actively in use. No owner may use the side of their home for air drying at any time. All clothes lines must be portable, impermanent and removeable upon demand without delay.

**R11. Motor Vehicles and Parking.** The following will be strictly enforced and not permitted within the community:

- a. Owners shall be liable and responsible to ensure that the Owner, and Owner's family members, tenants, guests, occupants, invitees, licensees, contractors, agents, employees, and all others in the community as a result of the Owner's home, shall comply with these parking and vehicle rules. Vehicles in violation may be towed or immobilized at the Owner's expense and fines may be levied against the offending Lot!
- b. No overnight parking of commercial vehicles shall be permitted, including but not limited to, those vehicles with commercial lettering or signage; or which may be designated as commercial by local ordinance; taxis, utility, delivery, and appliance trucks and vans; or containing or maintaining ladders, ladder or material racks, or other commercial equipment. Emergency vehicles, including those for law enforcement, fire safety, and emergency medical services, shall not be considered commercial vehicles of these purposes. Washing and maintenance of commercial vehicles is not permitted.
- c. No boats, trailers, recreational vehicles, buses, tractor trailers or trucks larger than a full-size pick up truck or vehicles having a Class 3 or higher rating according to the Federal Highway Administration based on a gross vehicle weight rating, may

be parked within the community. However, trucks or vans for the purposes of moving in or out of a home may be parked for no more than twenty-four (24) hours, and shall not block or otherwise inhibit any ingress, egress, or flow of traffic. Washing, maintenance, or restoration of boats, trailers, and other prohibited vehicles is not permitted within the community.

- d. No portion of the Common Areas may be used for parking purposes, except those portions specifically designated herein. Parking shall be permitted on driveways, approved extensions and inside garages only. Under no circumstances shall any vehicle be parked on any portion of the grass on any lot. No vehicle shall be positioned in such a manner as to block or inhibit ingress/egress over a driveway, sidewalk, or the street, or which may inhibit or block the flow of traffic. Due to safety hazards and risk of blocking emergency service vehicles, parking on the street and public rights-of-way shall be strictly prohibited.
- e. Vehicles may only be stored completely inside a closed garage. No vehicle shall be stored in the driveway or other portion of a lot, and no vehicle covers or tarps shall be permitted. No motor vehicle which cannot operate on its own power and/or does not have current registration or tags can remain in the community or on Owner's lot for more than seventy-two (72) hours. Owners shall maintain a current tag and registration and all required insurance coverage for all vehicles parked at the Owner's Lot and shall provide current, updated copies of same to the Association. Falsely tagged vehicles are subject to a strict assessment as deemed by the Board and will be reported to Florida DMV.
- f. No maintenance or repair of any vehicle, other than simple maintenance necessary to make the vehicle operable and removed from the property, such as changing a tire or jumpstarting a battery, shall be permitted anywhere on Association property. Any repairs or maintenance of vehicles, such as a tire repair or broken window, must be completed within twenty-four (24) hours, or completely stored inside a closed garage, and all tools and equipment must be removed and stored within the home. Oil changes, and other repairs or maintenance on vehicles which may result in fluid leaks, spillage, or pollution are not permitted. The Owner shall be liable for any and all spills or leakage of any fluids whatsoever.
- g. The operation of motorized scooters; go-carts and other non-licensed or non-registered vehicles shall be strictly prohibited in the community except as may be necessary and approved by the Association due to an established disability.
- h. All residents are required to have a current, authentic Association decal properly secured on the driver's side window of the vehicle. If any vehicle fails to properly display a current decal, the vehicle will receive a warning sticker. If the vehicle is not removed or a decal obtained within five (5) days of the warning notice, the Association reserves the right to exhaust all remedies, including but not limited to removal, immobilization, assessment of fines, and commencement of legal action. The vehicle owner shall be liable for all associated expenses.

**R12. Noise and Nuisance.** No Owner shall make or permit in the home or on any Lot, any nuisance, or disturbing noises, or any behavior which may be considered an annoyance, or which may otherwise interfere with the rights, comforts or conveniences of others present in the community. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated any phonograph, television, radio or sound amplifier or any other sound equipment in his home or on his lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, not permit to be conducted, vocal or instrumental instructions at any time which disturbs the other residents.

**R13. Responsibility of Children.** Children will be the direct responsibility of their parents, grandparents or legal guardians, including their direct supervision while the children are within the community. Children must be, at all times, in full compliance with these Rules and Regulations and all other governing documents of the Association.

**R14. Residential Use of Homes.** Each home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees, as more fully set forth in the Protective Covenants, including, but not limited to, Article 1 and Article 4 thereof, as amended from time to time. Except for approved, temporary construction on the Lot, no commercial or business activity shall be conducted in any home or on any lot within the community. Notwithstanding the foregoing and subject to applicable statutes and ordinances, an Owner may maintain a home business office within their home for such Owners personal use; provided, however, business invitees or customers shall not be permitted to meet with the Owner in their home. Garage sales are not permitted.

**R15. Leases/Ownership/Occupancy Restrictions.** Homes may be leased, licensed or occupied only in their entirety and no room, fraction or portion of any home or Lot may be rented. All present owners must inform the Association of any new owner, leaseholder or renter at the home. An orientation interview with the Board Interview Committee and the prospective leaseholder, renter or owner is required prior to any occupancy. No bed and breakfast or short-term rental facility may be operated out of a home. No transient tenants may be accommodated in a home. No time-share or similar arrangement is permitted. All owners shall make available to the lessee or occupants, copies of all the Association Documents, including a copy of these Rules & Regulations. No lease term shall be for less than one (1) year. The property must be owned by the party applying for approval of the lease for not less than one full calendar year, from the date of recording of the deed or instrument conveying title. The lease contract must be submitted to the Board, or appointed Committee, and receive written approval prior to any occupancy. The Association reserves the right to require its own lease contract form be utilized. THIS IS A FIFTY-FIVE (55) AND OVER COMMUNITY UNDER THE HOUSING FOR OLDER PERSONS ACT OF 1995! All requirements to maintain this status will be STRICTLY ENFORCED! No children under eighteen (18) years of age are permitted as permanent residents. Underage visitors may be temporary guests for a maximum of thirty (30) days total in any twelve (12) month period. All new residents must appear before the Board Interview Committee at which time a non-refundable administrative application fee of one-hundred (\$100.00) dollars per person (subject to change) must be paid by check and made out to Consolidated Community Management. No person, individually or in other capacity, shall be permitted to be titled Owner of more than two properties at one time. (Article 15, Amendments to Protective Covenants recorded June 11, 2014, O.R. Book

**R16. Lot Maintenance.** Lawns are maintained by Association in accordance with Article 5(b) of the Protective Covenants. Any other property, including but not limited to, hedges; bushes; trees; weeding; maintenance; fertilization; pest control; structures; mailboxes; improvements and any appurtenances shall be well maintained by the Owner of each home and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the community.

**R17. Visibility on Intersections and/or Corners.** Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections and/or comers shall be permitted and such visibility clearances shall be maintained as required by the Association and any Governmental Agencies.

**R18. Driveway Easements.** Each owner shall be responsible to repair, maintain, and/or replace the driveway comprising part of their home, including, but not limited to, any damage caused by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a home, shall be deemed to have agreed to indemnify and hold harmless the Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of maintenance of any driveway in that portion of the Common Areas, easements area, or the edge of the adjacent paved roadway.

**R19. Subdivision and Regulation of Land.** No portion of any home, shall be divided or subdivided or its boundaries changed. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Association, without the written approval of the Association which may be granted or denied in its sole discretion.

**R20. Exterior Building Maintenance.** All exterior maintenance, including but not limited to, cleaning of exterior surfaces, roofs, walls, walks, driveways, exterior painting, and such other elements and fixtures attached to the home and Lot, as governed by Article 5 (c) of the Protective Covenants. All homeowners shall be responsible to maintain their roof in good condition and repair, and in a neat and clean appearance free of dirt, mold, mildew, algae, and other debris. Violators will be reported to the City of Margate Code Enforcement. All screened enclosures, including screens and frames, must be completely intact and kept in good condition and repair. Owners must obtain approval from the Board or Architectural Control Committee prior to repair or replacement of any frames or screens to ensure colors and materials are uniform with the surrounding community.

**R21. Satellite Dishes and Similar Equipment.** No satellite dishes greater than one meter (39.37") in diameter, or similar equipment shall be placed on the roof of a home. Such shall be restricted to the side of the home only. Also, the Architectural Control Committee may require, among other things, that such improvements to be screened or otherwise enclosed, so that they are



not visible from adjacent homes, or from the common areas. Microwave receiving devices, aerials or ham radio antennas are strictly prohibited. Board approved satellite reception dishes (2) are allowed if mounted to the rear or non-street side of the house where it will not be visible while viewing from the front or street side of the house. No electronic equipment may be permitted in or on any home or lot which interferes with the television or radio reception of another home. These rules will give deference to the Over-the-Air Reception Devices Rules (“OTARD”) and other Federal Communications Commission rules as may be applicable.

**R22. Holiday Decorations, Holiday Lighting and Other Lighting.** Except for temporary seasonal holiday lights, all exterior lighting shall require the approval of the Architectural Control Committee. Owners and or authorized occupants may set up holiday decorations and/or holiday lighting for no longer than thirty (30) days prior to the respective holiday and same decorations and/or holiday lighting must be removed from the property within fifteen (15) days following the holiday. No offensive, hateful, or discriminatory decorations, as determined in the reasonable discretion of the Board of Directors, shall be permitted. Violators shall be subject to fines levied on a DAILY basis!

**R23. Removal/Addition of Soil and Additional Landscaping.** Without the prior consent of Board or appointed Architectural Control Committee, no Owner shall remove/add soil from/to any portion of their property or change the level of the land within any portion of their property, or plant landscaping which results in any permanent change in the flow and drainage of surface water.

**R24. Casualty Destruction to Improvements.** In the event that a home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time, but no later than ninety (90) days, after such event, the Owner thereof shall either commence to rebuild or repair the damaged home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damage, regardless of whether the Owner has obtained insurance funds or other relief. Owner must replace or repair the home, or other improvement, as authorized and approved by the Board or appointed Architectural Control Committee.

**R25. Animals.** No animals shall be permitted to be owned or housed in the community without prior registration with the Association. All owners, animals, and animal owners and handlers shall be subject to the rules stated herein and as amended from time to time, and may be subject to removal in the event of uncured violation thereof. Association-approved assistance shall be permitted upon proper documentation and adherence to Association rules and procedures in compliance with all applicable fair housing laws.

- a. No animals of any kind shall be raised, bred or kept within the community for commercial purposes, nor are Owners permitted to house any “pit bulls,” Staffordshire Terriers, or other aggressive breeds.
- b. Owners shall not be permitted to feed or house any wild animals, or leave food or water, out for any animal, including but not limited to ducks, geese, iguanas, cats, raccoons, or coyotes.

- c. All animal owners are responsible for the activities of their animal, including but not limited to, any property damage, personal injury or constant disruptive disturbances, which their animals may cause or inflict.
- d. All animals causing excessive noise or nuisance, posing a threat to other owners, their pets and property, or which are habitual offenders of any animal rule or regulation will be subject to removal following a notice of violation and reasonable opportunity to cure.
- e. All pets shall display current rabies tag along with current name, address and phone number of the Owner. Proof of current inoculations and medical status must be provided to the Association upon registration and maintained up to date with the Association.
- f. All solid animal waste, whether on the Owner's Lot, common areas, or elsewhere in the community, shall be IMMEDIATELY PICKED UP and disposed by the owner in a proper waste receptacle on the Owner's property or outside the community.
- g. All animals must be on a leash or in a carrier at all times when outside of the home.
- h. All animals and animal owners and handlers shall comply with all applicable codes and ordinances of the City of Margate, Broward County, and all other municipal, state, and federal laws.

**R26. Hurricane Shutters and Severe Weather Protection.** All hurricane shutters or any exterior protective devices, including but not limited to plywood, must be first approved in writing by the Board or appointed Architectural Control Committee prior to installation. All hurricane shutters and protective devices must be in compliance with the Florida Building Code, and all other local, municipal, state, and federal laws and ordinances. Panel shutters, accordion and roll up style hurricane shutters may be left closed/secured only during periods of hurricane or severe windstorm watch or warnings that apply to the geographic location of the community (and not at any other time). Upon Association approval, window coverings may be put up no sooner than five (5) days prior to the expected weather event and shall be removed no later than TEN (10) following the weather event, unless it has been deemed unsafe to do so by the Association. Absentee owners may request extensions and exemptions from the Association in advance if the home will be vacant, in order to secure the property in the owner's absence. In the event an Owner will be absent from the property, the Owner shall designate a local contact person and provide such information to the Association in advance, who will ensure the property remains in compliance. All removeable window coverings must be stored completely within the home and out of the sight of the street or any other Lot. Any violators will be fined on a DAILY basis until the Lot is brought into compliance.

**R27. Refuse and Recycling Containers.** All trash collection and disposal procedures established by the Association shall be observed.

- a. No waste, debris, recycling, or bulk items shall be deposited, left, allowed to remain, or disposed of on the Association property or common areas.
- b. No outside burning of trash, garbage or landscaping refuse is permitted.
- c. Each owner/leaseholder may have no more than two (2) recycle bins and two (2) garbage containers (no larger than thirty-three gallons).
- d. All garbage containers must be covered with a lid when stored on the Lot. Placement of recycle and garbage bins is limited to the SIDE REAR OF THE LOT ONLY. All refuse and recycling containers when stored shall be shielded from visibility from any adjacent street. Any receptacle stored on front side of lot in carport or in front of home is in violation.
- e. Containers shall not be put out prior to 5:00 PM on the day before collection and shall be removed and stored by 9:00 PM on the day of collection. All debris not picked up and receptacles must be removed from curbside by 9:00 a.m. the following morning after the pickup day or be subject to a fine. All violations will result in a DAILY fine, starting at 9:00 a.m. the morning following garbage pick-up.
- f. Recycle pick-up is on Wednesday (subject to change). Owners should review all information provided by the applicable municipality for proper recycling.
- g. Electronics recycling and household hazardous waste removal is available throughout the year. Contact waste management for information.
- h. Bulk Trash pick-up is on Saturday (subject to change). All bulk pickups must be in strict compliance with the requirements of the City of Margate, and each Owner is required to determine in advance what such requirements are, and to strictly comply therewith. Debris, including but not limited to carpet, large tree branches or shrubs, can be no longer than three (3) feet long and must be tied in bundles. A pile of loose debris is not acceptable and will not be taken. All Landscaping Debris must be in bags securely tied and cannot exceed forty (40) pounds. Refrigerators must have Freon and door removed and certification decal before going curbside. It is a danger to the community and IT IS THE LAW! Any trash left behind in street or lot is owner's responsibility to remove.  
 ITEMS NOT ALLOWED IN BULK TRASH OR ANY TYPE OF GARBAGE PICK-UP (Subject to change per municipality)
  - i. Construction materials; Sharp Broken Glass or Metal
  - ii. Tires, Automotive Parts and Batteries
  - iii. Pool Chemicals and Containers
  - iv. Paint or paint buckets and cans
  - v. Propane and Gas Tanks; Fire Extinguishers
  - vi. Electronics

**R28. Pool/Clubhouse Rules.** The use of the community pool shall be restricted to Owners, their family members and guests. All posted rules and regulations must be observed by all parties. It is the responsibility of the Owner to ensure that such compliance is observed by their family members and guests. Owners may rent the use of the clubhouse. The owner shall complete the application for such use and pay the application fee therefor, currently set at \$200.00, and subject to change. In addition, they shall post a refundable security deposit as determined by the Board of Directors, currently set at \$300.00, to protect against property damage and expense associated with any violation pertaining to use of the clubhouse. The owner is strictly liable for the owner's own negligence, and that of any family member, guest, or other person using the recreation facilities as a result of the owner. All rental periods shall terminate no later than 10:00 PM of any night, and such shall be strictly enforced. If an Owner seeks to extend such termination time, they shall first obtain the written approval of the Board, or any appointed committee in connection therewith.

- a. There is no lifeguard on duty. Swimmers and user of the pool facilities do so at their own risk.
- b. No radios, CD players, or other audio players or portable televisions or audio/video devices shall be permitted in the pool area without the use of headphones.
- c. Children under the age of 18 who are guests of residents must be supervised by an adult.
- d. All bathers shall shower before entering the pool.
- e. No soaps or shampoos shall be used at the pool side shower.
- f. Shower shall only be used in conjunction with use of the pool.
- g. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool without secure, water-tight/waterproof, medical coverings to prevent health and safety risks.
- h. No glass containers or other breakable objects shall be permitted in the pool area. Cans or plastic bottles only.
- i. All belongings shall be removed when the user is leaving the pool area. The Association and its Board shall not be responsible for any belongings lost or stolen.
- j. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the pool area provided for this purpose or removed from the pool area.
- k. In accordance with health department regulations, no cooking or food, no alcoholic beverages or animals are permitted in the pool and/or pool area.

- l. Towels shall be placed on pool furniture when in use.
- m. Tanning oil is not allowed in pool area as it permanently stains pool furniture. The removal and reservation of pool furniture is prohibited.
- n. Pool furniture and equipment shall not be modified, altered or changed in any manner.
- o. Life safety devise shall only be used for their intended purposes.
- p. No flotation devices are permitted except noodles.
- q. The homeowner shall be liable for any expense or cost of repair made necessary due to the violation, negligence, or actions of those using the pool and pool facilities as a result of the owner.

**R29. Definition of Terms.** As used in the Protective Covenants, the following definitions apply:

- a. Article 1: The term “**guests**” as used in the language “are restricted to the use of a single family, its household, servants and guests,” is defined as: A short term visitor to the home, whose occupancy shall not extend beyond ninety (90) total days in any twelve (12) month period, except as otherwise stated in these Rules.
- b. Article 4: The language “**permanent occupancy or residency**” is defined as: Lasting or intended to last indefinitely.
- c. Article 4: The language “**temporarily reside**” as used in the language “children may visit and temporarily reside,” is defined as: Lasting, enjoyed or used for a short period of time only, not to exceed thirty (30) consecutive days within any twelve (12) month period.