

# PARADISE GARDENS

## SECTION TWO



# RULES AND REGULATIONS

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**RULES AND REGULATIONS  
PARADISE GARDENS SECTION TWO**

**Introduction:**

**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, the Protective Covenants, as recorded on June 19, 2007, at Official Records Book 44207, Page 661, CFN #107151590, shall prevail. All references to the word "Article" hereafter, shall relate to the aforesaid Protective Covenants. Each unit 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.

**R01 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. 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 imposed upon an Owner for failure of an Owner, his tenants, 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)

**R02 Application of Rules and Regulations.** All of these Rules and Regulations shall apply, to all Owners and Occupants even if not specifically so stated in portions hereof. 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.

**R03 Alternate Addresses.** Each Owner shall provide Association with their full address for correspondences, and a available telephone number, and maintain both in a current status, in the event that the Owner does not reside at the home located in the community.

**R04 Alterations and Additions.** No material alteration, addition or modification to any exterior portion of a home, 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. [Article 9(a)]

**R05 Lawful Use.** No immoral, improper, offensive or unlawful use shall be made on any portion of Association. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed.

**R06 Common Area Usage.** The common areas and facilities shall not be obstructed or used for any purpose other than the purposes intended.

**R07 Storage.** 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 in outside storage areas (as such shall first be approved in writing by the Board, or appointed Architectural Control Committee).



**R08 Exterior Articles.** No supplies or other articles shall be placed on the exterior portions of any home or lot, including the front lawn, and no linens, clothes, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from or on the home, the lot or any of the windows, doors, patios or other portions of the home or lot, except as such may be provided in the Protective Covenants with respect to Garbage and Trash Disposal.

**R09 Motor Vehicles.** No motor vehicle which cannot operate on its own power shall remain on the Property for more than twenty-four (24) hours. No maintenance, detailing or repairing of such vehicles shall be made on the property. No parking on grass areas is permitted. No portion of the Common Areas may be used for parking purposes, except those portions specifically designated and intended therefore. Vehicles which are in violation of these Rules and Regulations shall be subject to being towed by the Association, and the charges therefor assessed against the owner thereof. The restrictions contained herein shall also be applicable to Campers; Rv's; Trailers and Boats. (Article 3)

**R10 Noises.** No Owner shall make or permit any disturbing noises in the home or on the lot by himself/herself or his/her family, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a 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.

**R11 Interferences.** No electronic equipment may be permitted in or on any home or lot which interferes with the television or radio reception of another home.

**R12 Attachments.** An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of his/her home (with the exception of flags), without the prior written approval of the Board, or appointed Architectural Control committee. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the home or on the lot without prior approval from the Board or appointed Architectural Control Committee. A single, umbrella type, removable clothes line may be place in the rear of the property.

**R13 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.

**R14 Responsibility of Children.** Children will be the direct responsibility of their parents, grandparents or legal guardians, including their direct supervision while they are within the community. They must be, at all times, in full compliance with these Rules and Regulations and all other governing documents of the Association.

**R15 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. No rental of rooms.



**R16 Leases/Ownership Restrictions.** Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast 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. The Homeowner must 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 title recording. The lease contract must be submitted to the Board, or appointed Committee, for approval prior to any occupancy, and Association reserves the right to require their own lease contract form be utilized. 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 50846, Pages 1615-1616)

**R17 Maintenance by Association/Owner.** 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.

**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, walls, walks, driveways, exterior painting, etc., are governed by Article 5 (c) of the Protective Covenants.

**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.

**R22 Visibility on Intersections and/or Corners.** Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections and/or corners shall be permitted and such visibility clearances shall be maintained as required by the Association and any Governmental Agencies.

**R23 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 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.



**R24 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.

**R25 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 after such incident, 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. Owner must replace or repair the home, or other improvement, as authorized by the Board or appointed Architectural Control Committee.

**R26 Animals.** 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 or other aggressive animals. Owners may keep certified and previously approved, "service animals" as such may be defined and permitted by any governmental requirements, including any of the City of Margate, Broward County, the State of Florida or Federal Laws, as well as all Rules and Regulations concerning such as established by the Association's Board, or appointed Committee, from time to time. All pets shall be walked on a leash at all times and the person walking the pet, or the pet Owner, shall clean up all waste matter created by such pet, and be fully responsible for the activities of such pet.

**R27 Accessories /Equipment.** Without first obtaining written approval from the Board or appointed Architectural Control Committee as required by this declaration, no advertisement, banner, sheds, signs, notice or other lettering, shall be exhibited, displayed, inscribed, painted, affixed to, or upon, any portion of the common element of the Association, or any part of the home or yard that is visible from the outside.

**R28 Signs.** No signs of any kind shall be displayed to the public view on any lot, including, but not limited to, For Sale or Lease Signs, without the prior written approval of the Board or appointed Committee. (Article 3)

**R29 Hurricane Shutters.** All hurricane shutters or any exterior protective devices 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 approved by the Florida Building Code. Panel shutters, accordion and roll up style hurricane shutters may be left closed/secured only during hurricane season (and not at any other time). If someone is residing at the residence, it shall be prohibited to maintain storm shutters in a closed/secure position on a structure for periods in excess of ten (10) days unless a hurricane occurs during that ten (10) day period, at which time the ten day period begins anew the day after hurricane conditions have subsided; or hurricane conditions are expected to occur within thirty-six (36) hours after the tenth day. The Association may issue an extension of time during which storm shutters may be maintained in a closed/secure position on the structure. Notwithstanding any other provision, plywood style protection must be removed within ten (10) days after a storm. Every Owner shall ensure that, in the event of their absence from the property during the hurricane season, that they have designated someone to act on their behalf to bring the property into compliance with the requirements set forth herein. All of the aforesaid hurricane shutter requirements are subject to any and all City, County and State, codes, ordinances and laws, which Owner must comply with.

**R30 Refuse and Recycling Containers.** All trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash, garbage or landscaping refuse is permitted. All refuse and recycling containers when stored shall be shielded from visibility from any adjacent street. 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. Any and 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.



**R31 Parking.** Resident's vehicles shall be parked in the garage, if any, or upon the driveway (not blocking the sidewalk) or swale area (in the direction of traffic), and never upon any grass areas. No commercial vehicle, recreation vehicle, boat, boat trailer, trailer or camper, may be kept within the community, except in the garage of a home. No vehicle with writing, lettering or advertisements (with the exception of government emergency vehicles) shall be parked on any portion of any lot. All vehicles using vehicle covers must have an appropriate cover as such has been approved by the Architectural Control Committee, and must be kept in a good, clean, neat and attractive condition. All signs relating to parking must be complied with.

**R32 Commercial Activity.** Except for normal construction activity, 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.

**R33 Definition of Terms.** As used in the Protective Covenants, the following definitions apply:

**Article 1:** The language (are restricted to the use of a single family, its household, servants and quests), the term "guests" is defined as: A short term visitor to the home, whose occupancy shall not extend beyond 90 consecutive days. Only two such consecutive day periods shall be permitted in any 12 month period, and they shall be not less than 6 months apart.

**Article 4:** The language "permanent occupancy or residency" is defined as: Lasting or intended to last indefinitely.

**Article 4:** The language (children may visit and temporarily reside), the term "temporarily reside" is defined as: Lasting, enjoyed or used for a short period of time only, not to exceed 15 consecutive days within any 12 month period.

**R34 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. They shall complete the application for such use and pay the application fee therefor, currently \$200.00, and subject to change. In addition, they shall post a security deposit of \$500.00, refundable when the rent period has ended, and there has been no damage or loss to the clubhouse property itself. Owner is strictly liable for their own negligence, and that of any family member or guest, which results in damage to the clubhouse or its amenities. All rental periods shall terminate not later than 10:00PM 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.

**R35 Over 55 Community.** It is extremely important that all Owners and occupants of the properties within this community be fully informed of the requirements and restrictions imposed upon the Association in connection with its securing for the Owners the advantages available under the Fair Housing Amendments Act and the Housing for Older Persons Act.

**R36 Distribution of Rule & Regulations.** It is intended that each and every Owner receive a copy of these Rules & Regulations. Upon the transfer of title to the property, the Owner, or their authorized representative, shall ensure that the new Owner(s) receive a copy of these Rules & Regulations as part of the governing documents of the Association. All applicants for purchase of a property within the community shall be provided with a copy of these Rules & Regulations, upon such applicant(s) being approved as purchasers, and shall acknowledge in writing that they have received such.