

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 2nd 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

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 10th 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

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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.

1. **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.

2. **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.

3. **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 send 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.

4. **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)]

5. **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.

6. **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.

7. **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.

8. **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.

9. **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 permitted on a lot only while the property is actively listed for sale, but only upon written approval as referenced herein.

10. **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.

11. **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.
12. **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.
13. **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.
14. **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.

15. **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 50846, Pages 1615-1616).

16. **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.

17. **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.

18. **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.

19. **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.
20. **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.
21. **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.

22. **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!
23. **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.
24. **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.
25. **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.
26. **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.

27. **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

28. **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 of \$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.
29. **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.