

PARADISE HARBOUR APARTMENTS INC.

RULES AND REGULATIONS

55 AND OVER COMMUNITY

NO ANIMALS AND NO SMOKING

We would like to take this opportunity to remind everyone that we are a community, not a single-family residence. Your Board of Directors is not only responsible for the financial administration, but also for the quality of life in our building. Owners, renters, and guests must obey our building Rules and Regulations. Violation of any provision of these Rules and Regulations may subject the violating party to fines and/or suspension of common element use rights as set forth in Section BB herein, and to responsibility for attorney's fees and costs as set forth in Section CC herein.

ATTENTION OWNERS

When an owner is not present in their unit and it is being occupied by someone else, it is the responsibility of the owner to NOTIFY the Board. The Board has the right to know who these visitors are and reserves the right to either question the occupants or, if needed, call the owner. If the people are renters, THERE IS A PROCEDURE THAT BOTH THE OWNERS AND THE RENTERS NEED TO FOLLOW. Please see Section C (Unit Rentals) for our renters policy and procedures. If these policies for renters and family are not followed, the Board will have the right to remove the violators from the unit. We are trying to make Paradise Harbour an enjoyable and safe place to live.

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A) SAFETY & SECURITY

This is an ongoing responsibility of all residents. No security measures can function effectively without the full cooperation of each resident. In order for the Board of Directors to promote a secure environment, residents should not allow unauthorized non-residents access to the common areas. If residents notice that any common area doors do not close or lock properly, they should notify a Board member promptly.

You are permitted to smoke in your unit only. Smoking is not permitted anywhere else that is deemed the building's common areas, including but not limited to: parking lot, main floor, lobby, catwalks, storage and laundry rooms, stairwells, recreation room, sun deck, pool deck, courtyard, and docks. This will strictly be enforced. (See also Section U, Pool Area.)

If your premises are to be vacated for an extended period of time, shut off the valves. Do not tamper with or disconnect any fire alarm inside your unit. It is recommended that the battery be replaced twice a year. Malicious tampering with any fire alarm or fire equipment in a common area is a criminal offense.

The Hallandale Beach City Code Chapter #52 requires that each unit must have an operating hard-wired backup smoke alarm. The Hallandale Beach City Code Chapter #52 prohibits the use of hibachis, gas grills, electric grills, or charcoal grills within individual units, balconies, or catwalks. (See also Section T, Activities.)

B) UNIT SALES

An application must be submitted to Paradise Harbour Apartments Inc., c/o: Screening Committee, with a non-refundable application fee of \$150 (U.S. Citizen) or \$175 (Canadian Citizen) as permitted by Florida Law. A unit owner may not hold "open houses" for the general public anywhere in or on his/her apartment or its furnishings. An "open house" advertised to the public at large constitutes a serious breach of security.

All potential buyers must be interviewed and approved by the Board of Directors prior to closing. A new owner must own his/her unit for one (1) year before leasing it. (See Section C, Unit Rentals.)

If you have a dock/boat slip, you MAY NOT sell it with your unit. The dock/boat slip returns to Paradise Harbour Apartments Inc. as a common element. (See Section AA, Boat Slip Application and Assignment.)

C) UNIT RENTALS

Application for approval to lease shall be made to the Board of Directors, c/o Screening Committee, two weeks in advance. Written application by an owner of a prospective lessee must be submitted to the Board of Directors including a screening fee of \$150 (U.S. Citizen) or \$175 (Canadian Citizen). The fee is payable to Paradise Harbour Apartments Inc., c/o: Screening Committee, 300 Golden Isles Drive, Hallandale Beach, Florida 33009. A copy of a driver's license or passport of EACH lessee and the period of occupancy must also be submitted.

No lease shall be made for a term of less than three (3) months consecutively, once a year. In the event of renewal of a lease with the same lessee, no additional screening charges shall be made. Subleasing of a unit is not permitted. A unit owner cannot rent his/her apartment if he/she is not current in all maintenance fees and/or special assessment obligations.

Renters must comply with all building Rules and Regulations as outlined in Florida Statute § 719.303. An owner who rents his/her unit to a tenant relinquishes the following rights and privileges: access to common areas (i.e., recreation room, pool area, and courtyard), but he/she still has the ability to use the deeded parking space; and he/she may access the building in order to check the condition of his/her unit, to speak with his/her tenant, or attend any Association meetings. The owner must provide the renters and guests with a copy of the building Rules and Regulations.

Our building is currently registered as a 55-and-over community. At least one lessee must be 55 or older and reside full-time in the leased unit. However, up to 20% of the units at the Cooperative may be occupied by individuals less than the age of 55 who have inherited the unit from a previous owner. Failure to comply with these requirements may result in the eviction of the occupant. (See also Section D, Guests, Occupants & Employees; Section BB, Fines and Enforcement.)

D) GUESTS, OCCUPANTS & EMPLOYEES

Guests:

A guest is defined as an individual(s) staying in the unit when the owner is present. An owner is permitted to have visitors of any age for up to three (3) weeks. At no time shall any one-bedroom apartment be occupied by more than four (4) individuals, and two-bedroom apartments by six (6) individuals. Exceptions are considered during the holiday times ONLY. All guests must comply with our building Rules and Regulations. Owners are responsible for any damages incurred by their guests. (See Section E, Noise, Conduct & Damage.)

Occupants:

An occupant is defined as an individual(s) staying in the unit when the owner is absent. These individual(s) may be family that the owner has authorized to occupy the unit. They differ from tenants in that there is no exchange of money or a corresponding lease. Any occupant under the age of twelve (12) must be accompanied by an adult at any time in the building's common areas, including but not limited to: parking lot, main floor, lobby, catwalks, storage or laundry rooms, stairwells, recreation room, sun deck, pool deck, courtyard, and docks. This will strictly be enforced and any family members failing to comply with these requirements could be evicted.

Occupants staying over three (3) weeks must be screened and authorized by the Board of Directors. All occupants must comply with our building Rules and Regulations.

Employees:

An employee is an individual hired by the unit owner. Examples include but are not limited to: a tradesman, plumber, electrician, carpenter, health care professional, housekeeper, house sitter, etc. All employees must comply with our building Rules and Regulations.

E) NOISE, CONDUCT & DAMAGE

Residents must not allow the sounds from guests, televisions, radios, stereo systems, musical instruments, raised voices, alarm clocks, or slamming of doors to be transmitted to other units such that it unreasonably disturbs or annoys any resident of the building.

Damage to the building, grounds, equipment, or other common areas by any resident, guest, or occupant shall be repaired or replaced at the expense of the unit owner. This may be in addition to a monetary fine pursuant to Section BB herein. Unit owners are fully responsible for the actions of their tenants, family members, guests, occupants, and employees. Owners shall be held accountable for any damage done to the property. (See Section BB, Fines and Enforcement; Section CC, Attorney's Fees.)

F) REMODELING & REPAIRS

Repairs, remodeling, or other noise-producing work should be done between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 2:00 p.m. on Saturdays. Emergency situations are an exception and may require extended service periods.

Any plumbing, air-conditioning, or electrical work must be performed only by licensed and insured contractors. The City of Hallandale Beach Building Department requires a permit for interior remodels, business shutters, electrical and plumbing works, etc. (this is a list of examples and is not all-inclusive). A letter of approval from the Board of Directors is required by the city for the permit application process.

Unit owners are not permitted to change their entrance doors, balcony sliding doors, or windows without authorization from the Board of Directors. (See Section E, Noise, Conduct & Damage.)

G) EMERGENCY DUPLICATE UNIT KEYS

All residents must provide to the Association a current set of unit keys for all locks on each unit entrance door. These keys will be coded and kept under lock. This is necessary for emergency access to a unit. Keys are only used for emergency purposes and are NOT used for scheduled service, deliveries, or realtors.

In the event of a required forced entry during an emergency, because no keys have been provided to the Association, the unit owner (not the Association) will bear the expense of

lock replacement and/or any damage to the door and surrounding structures during that forced entry.

H) BALCONIES & CATWALKS

Do not throw cigarettes or any objects from your balcony. Smoking is prohibited in all common areas. (See Section A, Safety & Security.) When not in residence for an extended period of time, you should remove all furniture and other items from your balcony. To protect your unit and other units, please put up your storm shutters before you leave.

Do not hang anything (i.e., pool noodles, towels, wet laundry, rugs, etc.) from the balcony railing. Keep your balcony tidy so as not to become an “eyesore” when viewed from the courtyard, docks, sundeck, or lake. Do not sweep dirt, water, or other items from the balcony.

All catwalks must be clear of objects at all times. Do not leave furniture or other personal possessions on the catwalks. All screen/storm doors must be maintained and in good repair. Broken or missing doors must be repaired and/or replaced as appropriate. Screen doors that are on catwalks should not stay open; this is a hazard for others walking and could potentially cause serious injury.

I) LAUNDRY ROOMS

No washers and/or dryers are permitted inside owner’s units. Please only use the laundry room on your floor unless the washer or dryer is inoperable. Laundry room hours of operation are from 8:00 a.m. to 9:00 p.m. Keep the laundry room clean and neat. Clean dryer lint traps after each use. Use liquid detergent rather than powdered detergent. Remove your laundry from the washer and dryer in a timely manner. Contact a Board member if any appliance needs service.

J) STORAGE LOCKERS

No hazardous, flammable material, or perishable food is to be stored in the lockers. To prevent termite damage, only pressure-treated wood may be placed in the lockers. Do not install electrical outlet adapters into the overhead light fixture provided in the locker.

Under no circumstances are unit owners to have refrigerators or other electricity-consuming appliances running in their individual storage lockers. Do not turn your locker into a workshop. Lockers must be cleaned out periodically to prevent the accumulation of dust, buildup of mold/mildew, and infestation of termites, roaches, or flies.

K) RECREATION ROOM

Only unit owners (not renters) may reserve the recreation room for private functions. Renters and tenants may use the recreation room during regular hours for general use but may not reserve it for private events.

If a unit owner wishes to reserve the recreation room for any private function, he/she must notify the Board of Directors at least twenty-four (24) hours in advance. A deposit of \$100 is required to cover any damages or cleaning expenses. If the room is left clean, neat, and in its original condition, the deposit will be refunded.

The function must conclude by 11:00 p.m. It is expected that the host and his/her guests will keep the noise level within proper limits so as not to annoy other residents. (See Section E, Noise, Conduct & Damage.) If there are any children under the age of twelve (12), they are not permitted to walk around any of the common areas without an adult present.

Guests must park in guest parking spaces and have a valid guest pass or written notice on their dashboards. Under no circumstances will they park in a NO PARKING ZONE. (See Section N, Parking Areas/Vehicles.)

L) GARBAGE DISPOSAL

All household trash/garbage must be tied securely and be no larger than the typical kitchen trash bag. Bags that are not properly secured often break apart. If there is significant liquid matter within the bag or the bag has holes or tears, consider double bagging. This precaution will help prevent unnecessary odors which attract rodents, roaches, and flies.

If the trash chute appears blocked or backed-up, please do not attempt to cram in your trash bag. Do not push into the trash chute items that might get stuck. You are responsible for the removal of your own large items such as beds, refrigerators, stoves, cabinets, couches, lounge chairs, toilets, computers, televisions, doors, etc.

BULK TRASH is picked up on request by the city. The City has a public dump located nearby. Check their schedule and whatever "Proof of Residency" is required. A bin is at your disposal for large paper products only, including newspapers, magazines, junk mail, cardboard, clean food boxes, gift boxes, phone books, catalogues, and brown paper bags. Be sure to flatten cardboard boxes before placing them in the bin.

M) PEST CONTROL

Monthly pest control services for both individual units and common areas are included in the maintenance. The Board of Directors strongly urges that all unit owners use the service to protect their units as well as doing their part in preventing the spread of pests throughout the building. Residents shall report the presence of roaches, ants, termites, and other pests to the Board of Directors immediately.

N) PARKING AREAS/VEHICLES

The Association assigns only one parking space per unit. Vehicles must be parked in assigned spaces only, parked between painted boundary lines, and no back-in parking is permitted against the building. Any vehicle parked in a unit owner's space without written prior permission will be towed at the vehicle owner's expense.

Each vehicle must have a current license plate and current registration card. Under no circumstances may an unused, abandoned, or disabled vehicle be stored in a parking space. The repair of vehicles is not permitted in any of Paradise Harbour's parking areas other than for minor maintenance.

There is no parking allowed of motorcycles, scooters, trailers, boats, etc., in the assigned parking zones. There is no parking allowed in the "no parking" zones in the outside parking lot. This includes passenger vehicles, motorcycles, scooters, trailers, boats, jet skis, etc. This will strictly be enforced and such vehicle or item will be towed at the owner's expense.

No hose washing of vehicles is permitted in any of the parking areas during city-mandated water restrictions. All guests must leave a clearly visible note on their vehicle's dashboard indicating which unit owner they are visiting. The Association guest parking vouchers are also available.

Annual tenants and unit owners cannot park their second vehicles in the guest parking zones. Should a unit owner agree to allow another unit owner to use his/her parking space, the former must contact the Board of Directors and provide the proper paperwork declaring his/her intention.

There are times when some vehicle(s) must be temporarily relocated. If you regularly go on business trips, vacations, or if you are a "snowbird," leave a set of keys with the Association. Your battery must remain in the vehicle at all times. If you have disconnected the battery cables, be sure the Board of Directors is aware of this. No "for sale" signs are allowed on any vehicles.

O) BICYCLES

Bicycles shall be stored in the designated area for bicycles (when available).

P) GROCERY CARTS

In consideration of other residents, please return all carts to their designated areas as soon as possible. Do not store carts in your unit, storage locker, or in stairwells. Do not leave carts on the catwalks, in front of the elevators, or blocking any of the emergency stairwell entrances/exits.

Q) LANDSCAPING

The exterior landscaping is a common element within the exclusive jurisdiction of the Board of Directors. The Board of Directors must approve any changes to the landscape of Paradise Harbour Apartments. No resident shall make any changes in existing landscaping or shrubbery located on the premises.

R) ELEVATOR

In case of a fire, residents must use the stairwell, not the elevator. City ordinance does not permit SMOKING or carrying of lighted smoking materials in the elevator. (See Section A, Safety & Security.) Do not carry open liquids into the elevator. Children under 12 years old are not allowed to run the elevator. Press the elevator buttons gently and no more than once.

S) ROOF

The roof surface can be easily damaged and repairs are prohibitively expensive. Therefore, only building management, contracted repair personnel, and City officials are allowed access to the roof for maintenance, repairs, or inspections.

T) ACTIVITIES

The use of explosive fireworks of any kind is prohibited. No flammable materials are allowed in units, in storage lockers, on the catwalks, or on the balconies. This includes but is not limited to: propane tanks or canisters, gasoline cans, electric grills, or charcoal. (See also Section A, Safety & Security; Section J, Storage Lockers.)

U) POOL AREA

Pool hours are from 9:00 a.m. to 11:00 p.m. No diving or jumping into the pool is allowed. State laws require that all bathers shower before entering the pool to remove oils, lotions, and body perspiration. Please keep noise to a minimum at the pool area. (See Section E, Noise, Conduct & Damage.)

Roughhousing within the pool or near the pool is not allowed, since this area may be wet. Dry yourself thoroughly before entering the lobby area and elevator. No glass containers are allowed in or around the pool and dock area. Please use plastic, paper, or styrofoam cups.

Those in diapers are not permitted into the pool unless they are wearing leak-free swimwear. Bathers with long hair must wear a cap. As no lifeguards are provided, the use of the buddy system is strongly encouraged (especially for those without strong swimming skills).

No children under the age of twelve (12) are permitted in or around the pool unless accompanied by an adult. No fishing is allowed on the sundeck. SMOKING is not allowed in the pool area or any common ground. (See Section A, Safety & Security.)

V) COURTYARD GRILL

The Association provides a gas grill for all residents. The users must clean the gas grill after use. Personal grills are not allowed anywhere on the common grounds, including catwalks and balconies. (See Section H, Balconies & Catwalks; Section T, Activities.)

The Association pays for the refilling of the gas propane tanks. In fairness to those who use the grill, we ask that you please do not waste propane. It is not necessary to preheat the grill for more than 5-10 minutes, nor is it necessary to keep the grill on after you have finished

cooking. Keep the grill covered at all times except when in use and for the few minutes it takes for the grill to cool down after use. When you turn off the gas grill knobs, close the gas tank valve as well.

W) PLANTERS, FLOWER POTS, & CATWALK FLOWER BEDS

Planters and flower pots may be placed on balconies provided they do not fit through the balcony railings. The growing of fruits or vegetables in the flower beds is prohibited. Only the Association may place plants on the catwalks. In the event of a tropical storm or hurricane warning, all items must be removed immediately from balconies. (See Section H, Balconies & Catwalks.)

X) CANVASSING, PEDDLING & SOLICITING

No person shall enter or go through Paradise Harbour Apartments for the purpose of canvassing the residents, or for the purpose of vending, peddling, soliciting orders for any merchandise, or for soliciting contributions or donations.

Y) BOAT REPAIRS

Only minor repairs are permitted while boats are docked. You cannot use the common areas for such repairs. Major boat repairs or renovations are not allowed while docked at or anchored near the dock. If major repairs are needed or necessary, the boat must be moved to another facility. (See also Section AA, Boat Slip Application and Assignment; Dock Rules and Regulations.)

Z) OTHER

1. No signs or messages are permitted to be posted in the elevator, lobby, or other common areas unless they are placed by the Board of Directors for special notices.
2. No water-filled beds (waterbeds) are allowed.
3. Rollerblading, skateboarding, and bike riding are not allowed on catwalks, the courtyard, the docks, or in any parking area. (See Section N, Parking Areas/Vehicles.)
4. Wind chimes are prohibited in common or limited common areas, including balconies and catwalks. (See Section H, Balconies & Catwalks.)
5. Doormats are acceptable up to the size of two (2) feet by three (3) feet (standard size). Owners who have doormats that are offensive or highly controversial will be asked to remove/replace such mats.
6. No resident shall direct, supervise, or in any manner attempt to assert control over any Paradise Harbour Apartments employee. If you wish to hire him/her for your own specific needs, do so privately and at a time other than during his/her regular working hours.

7. Every year, your air-conditioning unit must be blown out to prevent back-up in your air-conditioning drain. This will also help avoid damage or water leakage issues to either you or your neighbor's unit. (See also subsection 8 below.)

8. Owners must maintain regular maintenance and care of hot water tanks and AC units. It is **HIGHLY** recommended that service contracts are obtained so that you are protected and costs will be minimal should repairs be needed and/or items need replacement.

9. Shuffleboard hours are from 10:00 a.m. to 9:00 p.m. (turn lights off, return equipment to closet in recreation room). Children under twelve (12) years of age must be accompanied by an adult. No shouting. (See Section E, Noise, Conduct & Damage.)

10. No unit owner may simultaneously rent out, lease, or otherwise allow any third party to occupy their unit while also retaining the use of a boat slip assigned to them by the Cooperative. If a unit owner is found to be in violation of this Rule, the unit owner will forfeit their right to the boat slip immediately upon determination by the Board of Directors that the unit owner is in violation. The Board of Directors will notify the unit owner in writing of the violation, and the unit owner shall be required to remove their boat and any personal belongings from the boat slip within seven (7) days. The forfeited boat slip will be reassigned according to the policies of the Board of Directors. Unit owners may appeal the decision within seven (7) days to the Board of Directors, and the Board of Directors will review and respond within seven (7) days of the appeal. The decision of the Board of Directors shall be final and binding. (See also Section AA, Boat Slip Application and Assignment; Section C, Unit Rentals.)

AA) BOAT SLIP APPLICATION AND ASSIGNMENT

This Section governs the application for and assignment of boat slips. Boat slips are common elements owned by the Cooperative, and the Board of Directors has authority to adopt rules and regulations regarding their assignment, maintenance, and use pursuant to Article 50 of the Bylaws.

(a) Application Process.

To apply for a boat slip, the unit owner must email the Board of Directors directly at the Association's official email address requesting a boat slip to start the application process. No request from any other person (including tenants, occupants, guests, or agents) or through any other method (including verbal requests, letters, or requests to management) will be accepted. Only unit owners in good standing may apply.

(b) Board Discretion.

The Board of Directors shall have sole and absolute discretion to decide whether to grant a boat slip to a requesting unit owner. The Board's decision shall be final and is not subject to appeal.

(c) Common Elements; No Transfer.

Boat slips are owned by the Cooperative and are common elements. They may not be sublet, assigned, transferred, sold, or conveyed by any unit owner to any other person or entity.

Upon the sale of a unit, any boat slip assigned to that unit owner shall revert to the Cooperative for reassignment by the Board of Directors. (See Section B, Unit Sales; Section Z(10).)

(d) Maximum Boat Length.

The maximum boat length shall be thirty-six (36) feet, consistent with Article 50 of the Bylaws. The minimum boat length shall be twenty (20) feet. No personal watercraft, commercial vessels, or float-on or fixed boat lifts shall be permitted in the marina basin without prior written approval of the Board of Directors.

(e) Boat Ownership Documentation.

Each unit owner assigned a boat slip must provide proof of ownership of the boat docked in the slip. The following requirements apply:

(i) If the boat is titled in the name of the unit owner individually, the unit owner must provide a copy of the certificate of title or registration reflecting the unit owner's name.

(ii) If the boat is titled in the name of an entity (including but not limited to a corporation, limited liability company, or partnership), the unit owner must provide: (A) a copy of the certificate of title or registration reflecting the entity name; and (B) documentation satisfactory to the Board demonstrating that the unit owner is the sole owner of such entity. Examples of acceptable documentation include articles of organization, operating agreements, corporate resolutions, or certificates of status reflecting sole ownership.

(iii) If the boat is titled in the name of a trust, the unit owner must provide: (A) a copy of the certificate of title or registration reflecting the trust name; and (B) a copy of the trust agreement or a certification of trust demonstrating that the unit owner is the sole trustee and sole beneficiary of the trust, or that the trust is for the sole benefit of the unit owner.

(iv) A boat may not be owned by a non-resident (special) member of the Cooperative and docked in a boat slip. Only resident members in good standing may dock a boat in a boat slip.

(v) If a boat is co-owned by two or more persons, all co-owners must be resident members of the Cooperative. The unit owner must provide documentation of co-ownership (certificate of title reflecting all co-owners) and evidence that each co-owner is a resident member.

(vi) Notwithstanding subsections (iv) and (v) above, the Board of Directors reserves the authority to grant exceptions to the ownership and residency requirements set forth in this subsection on a case-by-case basis, in its sole discretion, where the Board determines that an exception is in the best interest of the Cooperative.

(vii) The Board of Directors may request updated ownership documentation at any time. Failure to provide requested documentation within thirty (30) days of the Board's written request may result in the suspension of the unit owner's right to use the boat slip until such documentation is provided.

(f) Compliance with Dock Rules.

All unit owners assigned a boat slip shall comply with the separate Dock Rules and Regulations adopted by the Board of Directors, as amended from time to time. Violation of

the Dock Rules and Regulations shall constitute a violation of these Rules and Regulations and may result in fines (Section BB) and/or forfeiture of the boat slip.

(g) Fees.

The Board of Directors may assess fees for boat slip use and may increase such fees up to ten percent (10%) annually, in accordance with Article 50 of the Bylaws.

BB) FINES AND ENFORCEMENT

The Association is authorized to levy reasonable fines for failure of a unit owner, or the unit's occupant, licensee, or invitee, to comply with any provision of the Cooperative Documents or these Rules and Regulations, pursuant to Section 719.303(3), Florida Statutes.

(a) Fine Amounts.

A fine may not exceed One Hundred Dollars (\$100.00) per violation. For continuing violations, the Association may levy a fine of up to One Hundred Dollars (\$100.00) per day for each day the violation continues, with a single notice and opportunity for hearing. However, in no event shall the aggregate fines for a single violation exceed One Thousand Dollars (\$1,000.00). One-time violations are subject to a fine of up to One Hundred Dollars (\$100.00).

(b) Notice.

The Board of Directors shall provide at least fourteen (14) days' written notice to the unit owner, and if applicable, to any occupant, licensee, or invitee of the unit owner sought to be fined, before a hearing is conducted. The notice shall identify the specific Rule or provision violated (by section reference), describe the nature of the violation, state the proposed fine amount, and provide the date, time, and location of the hearing.

(c) Fining Committee Hearing.

A fine levied by the Board of Directors may not be imposed unless the unit owner (and, if applicable, any occupant, licensee, or invitee) is afforded an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. The role of the committee is limited to determining whether to confirm or reject the fine levied by the Board.

(d) Committee Decision.

If the committee does not approve the proposed fine by majority vote, the fine may not be imposed. If the proposed fine is approved by the committee, the fine payment is due within five (5) days after the date of the committee meeting at which the fine is approved.

(e) Fines May Not Become a Lien.

A fine levied under this Section may not become a lien against a unit, in accordance with Section 719.303(3), Florida Statutes.

(f) Suspension of Common Element Use Rights.

In addition to or in lieu of fines, the Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other Association property for failure to comply with any provision of the Cooperative Documents or these Rules and Regulations, pursuant to Section 719.303(3)(a), Florida Statutes. This suspension shall not apply to: (i) limited common elements intended to be used only by that unit; (ii) common elements needed to access the unit; (iii) utility services provided to the unit; (iv) car parking spaces; or (v) elevators.

(g) Fine Schedule.

The specific fine amounts for each category of violation are set forth in the Fine Schedule attached hereto as Exhibit A and incorporated herein by reference. The Board of Directors reserves the right to amend the Fine Schedule from time to time by resolution.

CC) ATTORNEY'S FEES

Any unit owner, tenant, occupant, licensee, or invitee who violates these Rules and Regulations, the Cooperative Documents, the Proprietary Lease, or the Bylaws shall be responsible for all reasonable attorney's fees and costs incurred by the Association in enforcing compliance with such provisions, whether or not legal proceedings are initiated, to the fullest extent permitted by Section 719.303(1), Florida Statutes.

This provision supplements (and does not replace) any attorney's fees provisions in the Proprietary Lease, Bylaws, or other governing documents of the Cooperative. In any action brought by the Association to enforce these Rules and Regulations or the Cooperative Documents, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as provided by Section 719.303(1), Florida Statutes.

* * *

Paradise Harbour is not only your home, but the home of 58 other families. Let's make it a pleasant place to live.

Thank you for your cooperation,

Board of Directors

Paradise Harbour Apartments Inc.

(Revised Rules and Regulations (2026))

FINE SCHEDULE (EXHIBIT A)

Description of Violation	Governing Document(s) and Section Reference(s)	Type	Fine Amount	Maximum
Tampering with fire alarms or fire equipment; failure to maintain smoke alarms	<i>Rules and Regs Section A; Hallandale Beach City Code Ch. 52</i>	Continuing	\$100/day	\$1,000
Smoking in common areas	<i>Rules and Regs Section A; Rules and Regs Section U</i>	Continuing	\$100/day	\$1,000
Failure to secure premises or allowing unauthorized access to common areas	<i>Rules and Regs Section A</i>	Continuing	\$100/day	\$1,000
Holding open houses; failure to obtain Board approval for unit sale	<i>Rules and Regs Section B</i>	Per Occurrence	\$100	\$100
Selling or transferring dock/boat slip with unit	<i>Rules and Regs Section B; Bylaws Art. 50(iii); Dock Rules Section 2</i>	Per Occurrence	\$100	\$100
Renting without Board approval; lease less than 3 months; subleasing; failure to submit application or screening fee	<i>Rules and Regs Section C; Proprietary Lease Paragraph 5(d); Bylaws Section 53</i>	Continuing	\$100/day	\$1,000
Renting unit while retaining boat slip	<i>Rules and Regs Section Z(10); Rules and Regs Section AA</i>	Continuing	\$100/day	\$1,000
Exceeding occupancy limits	<i>Rules and Regs Section D; Proprietary Lease Paragraph 5(f), 5(g)</i>	Continuing	\$100/day	\$1,000
Unauthorized occupants beyond 3 weeks without Board screening	<i>Rules and Regs Section D</i>	Continuing	\$100/day	\$1,000
Excessive noise; disturbance to other residents	<i>Rules and Regs Section E; Proprietary Lease Paragraph 5(c)</i>	Continuing	\$100/day	\$1,000
Damage to building, grounds, equipment, or common areas	<i>Rules and Regs Section E</i>	Per Occurrence	\$100	\$100
Construction or repairs outside permitted hours (9am-5pm M-F; 9am-2pm Sat)	<i>Rules and Regs Section F</i>	Per Occurrence	\$100	\$100
Use of unlicensed or uninsured contractors; unauthorized modifications to doors, windows, or structure	<i>Rules and Regs Section F; Proprietary Lease Paragraph 5(b)</i>	Continuing	\$100/day	\$1,000
Failure to provide emergency duplicate unit keys	<i>Rules and Regs Section G</i>	Continuing	\$100/day	\$1,000
Hanging items from balcony railing; leaving furniture or items on catwalks; broken or missing screen doors	<i>Rules and Regs Section H</i>	Continuing	\$100/day	\$1,000
Use of laundry room outside operating hours (8am-9pm)	<i>Rules and Regs Section I</i>	Per Occurrence	\$100	\$100
Hazardous or flammable materials in storage lockers; running appliances in storage lockers	<i>Rules and Regs Section J; Rules and Regs Section T</i>	Continuing	\$100/day	\$1,000

PARADISE HARBOUR APTS., INC. - FINE SCHEDULE (EXHIBIT A)

Reservation of recreation room by renter or tenant; function exceeding 11pm	<i>Rules and Regs Section K</i>	Per Occurrence	\$100	\$100
Improper garbage disposal; placing oversized items in trash chute	<i>Rules and Regs Section L</i>	Per Occurrence	\$100	\$100
Failure to report pest infestation	<i>Rules and Regs Section M</i>	Continuing	\$100/day	\$1,000
Unauthorized parking; parking in no-parking zones; abandoned or disabled vehicles; back-in parking against building	<i>Rules and Regs Section N</i>	Continuing	\$100/day	\$1,000
Improper bicycle storage	<i>Rules and Regs Section O</i>	Continuing	\$100/day	\$1,000
Failure to return grocery carts; storing carts in unit, stairwell, or catwalk	<i>Rules and Regs Section P</i>	Continuing	\$100/day	\$1,000
Unauthorized changes to landscaping	<i>Rules and Regs Section Q</i>	Continuing	\$100/day	\$1,000
Allowing children under 12 to operate elevator unaccompanied	<i>Rules and Regs Section R</i>	Per Occurrence	\$100	\$100
Unauthorized access to roof	<i>Rules and Regs Section S</i>	Per Occurrence	\$100	\$100
Use of fireworks; flammable materials in units or common areas (propane, gasoline, charcoal, electric grills)	<i>Rules and Regs Section T; Rules and Regs Section J</i>	Continuing	\$100/day	\$1,000
Pool violations (diving or jumping, glass containers, children under 12 unaccompanied, fishing on sundeck, use outside hours 9am-11pm)	<i>Rules and Regs Section U</i>	Per Occurrence	\$100	\$100
Personal grills on common areas, catwalks, or balconies; failure to clean communal grill	<i>Rules and Regs Section V</i>	Continuing	\$100/day	\$1,000
Growing fruits or vegetables in flower beds; failure to remove items from balconies during storm or hurricane warning	<i>Rules and Regs Section W</i>	Continuing	\$100/day	\$1,000
Unauthorized canvassing, peddling, or soliciting	<i>Rules and Regs Section X</i>	Per Occurrence	\$100	\$100
Major boat repairs or renovations while docked; using common areas for repairs	<i>Rules and Regs Section Y; Dock Rules Section 6</i>	Continuing	\$100/day	\$1,000
Unauthorized signs or messages in common areas; wind chimes in common or limited common areas	<i>Rules and Regs Section Z(1), Z(4)</i>	Continuing	\$100/day	\$1,000
Rollerblading, skateboarding, or bike riding on catwalks, courtyard, docks, or parking areas	<i>Rules and Regs Section Z(3)</i>	Per Occurrence	\$100	\$100
Failure to maintain AC unit (annual blowout) or hot water tank	<i>Rules and Regs Section Z(7), Z(8)</i>	Continuing	\$100/day	\$1,000
Unauthorized use of boat slip; Boat below minimum length of 20 feet or exceeding 36 feet; docking vessel not titled in member's name or in name of entity/trust not solely owned by unit owner; failure to provide boat ownership documentation; boat owned by non-resident member; co-ownership by non-resident member; jet skis, kayaks, or canoes in slips	<i>Rules and Regs Section AA(d), (e); Dock Rules Section I</i>	Continuing	\$100/day	\$1,000

PARADISE HARBOUR APTS., INC. - FINE SCHEDULE (EXHIBIT A)

Subletting, assigning, or transferring boat slip without Board approval	<i>Rules and Regs Section AA(c); Bylaws Art. 50(iii); Dock Rules Section 2</i>	Continuing	\$100/day	\$1,000
Failure to apply for boat slip through proper procedure (email to Board)	<i>Rules and Regs Section AA(a), (b)</i>	Per Occurrence	\$100	\$100
Failure to pay monthly dock or boat slip fees	<i>Bylaws Art. 50(iv)</i>	Continuing	\$100/day	\$1,000
Unauthorized alterations to docks, piers, or boat slips	<i>Dock Rules Section 20; Bylaws Art. 50(vi)</i>	Continuing	\$100/day	\$1,000
Fires on docks, piers, or vessels while docked	<i>Dock Rules Section 5</i>	Per Occurrence	\$100	\$100
Failure to remove vessel during hurricane warning	<i>Dock Rules Section 16</i>	Continuing	\$100/day	\$1,000
Unauthorized fueling on dock area	<i>Dock Rules Section 17</i>	Per Occurrence	\$100	\$100
Leaving water running unattended at dock	<i>Dock Rules Section 19</i>	Per Occurrence	\$100	\$100
Commercial vessel operations from dock area; personal watercraft in marina basin	<i>Dock Rules Section 1</i>	Continuing	\$100/day	\$1,000
Using apartment for non-residential purpose	<i>Proprietary Lease Paragraph 5(a)</i>	Continuing	\$100/day	\$1,000
Disorderly or unlawful conduct	<i>Proprietary Lease Paragraph 5(c); Rules and Regs Section E</i>	Continuing	\$100/day	\$1,000
Unauthorized pets on cooperative property	<i>Proprietary Lease Paragraph 5(h)</i>	Continuing	\$100/day	\$1,000
Directing, supervising, or controlling Association employees	<i>Rules and Regs Section Z(6)</i>	Per Occurrence	\$100	\$100

NOTES:

1. All fines are levied pursuant to Section 719.303(3), Florida Statutes, and Section BB of the Rules and Regulations.
2. Continuing violations: The fine accrues at \$100 per day the violation continues uncured, up to a maximum aggregate of \$1,000 per violation, with a single notice and opportunity for hearing.
3. Per Occurrence violations: Each discrete act constitutes a separate violation subject to a \$100 fine. If the same act is repeated after notice, each repetition is a new, separate violation requiring a new notice and hearing.
4. Repeated Per Occurrence violations: If a unit owner commits the same per-occurrence violation repeatedly after notice, the Board may reclassify the conduct as a continuing violation (the owner's ongoing refusal to comply with the rule). The Board should issue a new notice characterizing the repeated conduct as continuing, hold one hearing, and levy \$100/day up to \$1,000.
5. All fines are subject to the hearing procedure set forth in Section BB of the Rules and Regulations and Section 719.303(3)(b), Florida Statutes. No fine may be imposed unless confirmed by a majority vote of an independent fining committee of at least three (3) members.
6. A fine may not become a lien against a unit (Section 719.303(3), Florida Statutes).
7. The Board may also suspend common element use rights (except limited common elements, unit access, utilities, parking, and elevators) per Section 719.303(3)(a), Florida Statutes.
8. If the \$1,000 aggregate is reached for a continuing violation and the violation persists, the Board's remaining remedies are: (a) suspension of common element use rights, and (b) legal action seeking injunctive relief and attorney's fees per Section 719.303(1), Florida Statutes.
9. This Fine Schedule supplements and does not limit the Association's other remedies under the governing documents and Florida law.