Adopted January 21, 2025



paradise100.com

Condominium Associations, its owners ("members"), residents, occupants, guests, property management, its agents, employees, contractors and vendors are required to comply with Association documents, state, county and local laws. Members of the Association are expected to be considerate of others and comply with this document. Non-compliance with the Rules and Regulations or the Association's governing documents can result in fine(s), Board and/or legal action. Pursuant to the Association By-Laws, the Rules and Regulations may be amended by majority vote of the Board. Changes will be in accordance with Association documents, state statutes, and applicable law. Members will be notified of adopted changes.

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ASSOCIATION and CONTACT INFORMATION

Paradise100.com is the official website of the Association which publishes our governing and State required documents, forms and other useful information. Contact information for the Association and its managing agents, including phone numbers and email addresses, is available on the website. Direct all correspondence and/or requests to the property manager in writing, via letter, email, or the contact form on our website. Notwithstanding the foregoing, official records requests and written inquiries must be received in writing by certified mail. Requests cannot be accepted via email or through the Association's website.

COMPLIANCE

Violators to Association documents are subject to Board action, fine(s), legal action, revocation of voting rights, revocation of the right to the use of property amenities, reassignment of, and ability to, bid on parking spaces. Non-compliance with Association documents should be reported to the property manager in writing, via letter, email or the Contact Form available on paradise100.com. No person should, nor is encouraged to, personally confront violators of the governing documents or law. Further details can be found on paradise100.com or by contacting the property manager.

MAINTENANCE STAFF and CONTRACTORS

Maintenance staff, contractors and vendors hired by the Association have a contracted scope of work and are not permitted to take direction from or perform tasks for anyone other than the Board, property manager or a managing Committee Member. Violation of contractual terms can result in termination and can put the Association at risk. Contact the property manager directly to address any concerns.

PROACTIVE RISK MANAGEMENT

Paradise Harbour is committed to protecting our investment through proactive risk management and the enforcement of the Association documents, ensuring community safety and to the efficient operation of the Association, with a commitment to ethical and fiscal responsibility and transparency. Everyone is expected to comply with the rules and regulations set forth in this document and all other governing documents.

RIGHT to ENJOYMENT

Maintaining a pleasant and relaxed atmosphere is a priority. Owners/members, residents, guests, and all others shall not engage in abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at Board of Directors ("Board"), owners/members, residents, occupant, guests, invitees, property management, its agents, employees, contractors or vendors. A Resolution adopted on September 19, 2023, addressing this behavior will be enforced.

SHARED AMENITIES

The clubhouse building, pool and fishing dock are shared amenities of both the 100 and 105 buildings. These amenities have separate Rules and Regulations, enforced by each Association as applicable.

WELCOME to PARADISE HARBOUR!

The community of Paradise Harbour has been a wonderful place to live since 1971. Our little piece of paradise sits on the edge of waterfront property on the Intracoastal Waterway to the East and the Earman River to the South. We have wonderful tropical breezes, a beautiful view and plenty of sunshine. We are delighted to be in the Village of North Palm Beach, Florida, known as "The Best Place to Live Under the Sun." There is something for everyone; we look forward to seeing you in Paradise!

DIAL 9-1-1 for MEDICAL EMERGENCIES, PERSONAL INJURY or DESTRUCTION of PROPERTY

1. ARCHITECTURAL CHANGES (RENOVATIONS, ALTERATIONS, REPAIRS, MAINTENANCE, MOVING) Owners are required to submit an Owner Direct Hire Application, obtain written Board approval and obtain permits (if required) PRIOR to commencement of work for all contractors who work on property. All work is to be completed within 120 days of Association approval. If a project cannot be completed in 120 days, additional time can be requested to complete. Specifications ("specs") for installations noted below require a \$500 minimum security deposit. Notify the property manager of

It is imperative for owners to hire contractors/vendors who have the proper insurances to limit risk to the Association and owners. Commencement of any project is confirmation to the Association that; 1) conditionally approved contractors are notified of the condition of their approval, 2) owner accepts liability for all losses incurred, and 3) owner agrees to hold Association harmless for all parties and contractors, whether submitted or not submitted with this application.

1.1. Unit Owner Requirements

emergency work immediately.

Submit Owner Direct Hire Application and minimum refundable deposit of \$500. The Board reserves the right to increase the deposit based on potential risk and/or possibility of damage. Full deposit or balance of deposit will be refunded within 21 days if all requirements are met and after providing a copy of the final inspection. Submit Application, approved permits, specs, insurance and required contractor and employee paperwork required for Board approval).

- i. A representative must be identified by the owner who is responsible for supervising the work being performed by all contractors.
- ii. Pads must be installed if using the elevator. Owners or contractors are required to install and remove pads if needed outside of the Association's maintenance man hours, on Saturdays and for emergency work which can be found in the fifth-floor roof access room.
- iii. Submit application for work to property manager. Work included, but not limited to, this requirement is General Contractor, plumbing, electrical, HVAC, painting, etc.
- iv. Previously approved contractors may not be required to submit their license, insurance and insurance agreement if these documents are not yet expired.

1.2. <u>General Contractor, Trade Contractor, Subcontractor and Vendor Requirements</u> Contractors working for unit owners must submit a Contractor/Vendor Application and obtain Board approval prior to commencement of work. Work not requiring a permit is subject to the same. Required documentation to obtain approval is as follows:

- i. Compliance with all State, County and North Palm Beach Building Code.
- ii. Copy of scope of work and/or contract (redacted cost) between owner and contractor(s).
- iii. Copy of State of Florida license.
- iv. Insurance acceptance, requirements and limits are determined by the Association.
- v. Insurance Agreement between Association and Contractor to be provided by Association.
- vi. Submission of Certificate of Insurance for each contractor working in the unit to include Additional Insured Endorsement (AI) and Waiver of Subrogation, written in the Description of Operations section of the COI, and Association as Certificate Holder, as follows:

 No. 1 Condominium Association of Paradise Harbour of North Palm Beach, Inc.

 100 Paradise Harbour Boulevard, North Palm Beach, FL 33408
- vii. Contractors may be required to attend a preconstruction meeting if requested by the Board.
- viii. Copy of final issued permit prior to commencement of work.
- ix. Compliance w/requirements in the Contractor/Vendor Application is mandatory.
- x. NO MOVING, CHANGING, REROUTING, ETC. OF BUILDING PLUMBING OR DRAIN LINES.
- xi. NO CUTTING, CHANNELING, CHIPPING, ETC. OF CONCRETE IS PERMITTED.

1.3. Days/Times for Non-Emergency Work

Monday – Friday 8am – 4pm (all work permitted)

Saturday 9am – 1pm (no roof access, quiet work only for reno, repairs, maintenance)

Saturday 9am – 4pm (moving in/out and large deliveries, additional fee)

Sunday & Holidays No work permitted

Holidays include actual holiday and/or observed holiday as posted on paradise100.com.

EMERGENCY WORK is permitted outside of hours with notification to the property manager.

1.4. Repairs and Maintenance

Notify the property manager of all repairs and maintenance appointments.

- i. Compliance is required to all the above.
- ii. Water leaks of any kind must be reported to the property manager immediately.
- iii. Contact the property manager for non-emergency air conditioning service appointments requiring roof access, which can typically be accommodated with 48-hour notice.

1.5. Windows, Doors and Shutters

Maintenance, replacement and expense of windows, exterior door, storm door, sliding glass doors and shutters is the responsibility of the unit owner and must meet or exceed current building code when replaced. Specs are to be submitted with the application package for approval and must meet the minimum of the following:

- i. Door specs must be submitted and approved prior to installation and painted color as stipulated by the Association.
- ii. Stainless steel fasteners are to be used in shutter or glass enclosure installations.
- iii. Owners are responsible for ensuring proper installation of and drilling and filling building holes.
- iv. Color/Material Requirements:
 - -Windows white exterior, double hung (same configuration), impact preferred
 - -Screen doors white aluminum
 - -Front door solid (not hollow), interior painted by owner, exterior painted to match color as determined by the Association
 - -Double sliding glass doors (balcony) white, impact preferred (if there are no shutters)
 - Patio (exterior building) white, impact preferred (if shutters are not installed)
 - -Shutters white

1.6. Flooring

Flooring installed above the first floor including, but not limited to, tile, carpet, wood, resilient, etc., must be approved by the Board and meet minimum soundproofing requirements as specified by the Board, North Palm Beach Building Department and Florida Building Code. Contact North Palm Beach Building Department for current building code and requirements for underlayment/soundproofing. The application requires the following documentation regarding floor installation:

- i. Removed flooring must be replaced immediately following floor removal.
- ii. Flooring and soundproofing specs for new floor installations must be submitted.
- iii. Flooring installed above the first floor is required to submit proof of soundproofing in the form of a material sample, products specs, pictures of installed soundproofing below flooring and paid receipt of material used.
- iv. Notify the property manager for inspection of soundproofing prior to floor installation.
- v. The Board reserves the right to visually inspect soundproofing prior to flooring installation.
- vi. The Board reserves the right to deny patio/balcony flooring that may compromise the structural integrity of the building.

1.7. Moving In/Out and Large/Bulky Deliveries

Notify the property manager of the date of the move 48 hours in advance of moving in or out and/or large deliveries for elevator pad installation if use of the elevator is required.

- i. Elevator pads must be installed for movers or deliveries utilizing the elevator.
- ii. Moves or deliveries requiring elevator pads outside of the times listed above must be installed and/or removed and returned to storage by mover or delivery company.
- iii. The costs to repair damages will be the responsibility of the unit owner.

2. ASSESSMENTS, DELINQUENCIES and ARREARS

The Association depends on prompt payment of assessments for positive cash flow and payment of Association monetary responsibilities are due monthly or in advance.

2.1. Payments

- i. Payment of assessments is due on the 1st day of each month.
- ii. Payments received after the 10th of the month are considered delinquent and will be assessed a \$25 late fee.
- iii. Payment of special assessments is due as stipulated in the corresponding communication.
- iv. Non-payment of assessments can result in collections, interest, legal fees and revocation of the right to use amenities, parking space reassignment and other privileges.
- v. Personal checks, online bank payments and automatic debit (EFT) are accepted. EFT is scheduled by completing and submitting an Authorization Agreement for Direct Debit Payments to the property manager via email or regular mail. It is the owner's obligation to make sure that online bank payments and EFT payments are being debited to the Association for each assessment installment.

2.2. Delinguencies and Arrears

Members must pay assessments, late fees, interest, back charges, fines, and any monies due and payable to the Association as stipulated within this section.

- i. Delinquencies past due after ten (10) days incur 10% interest per annum from the due date until paid in addition to a \$25 late fee.
- ii. Members who are delinquent in the payment of assessments are subject to legal action, including a lien on their unit. This action may also result in the acceleration of assessments for the remaining calendar year.
- iii. The unit owner is responsible for all costs and attorney fees associated with the collection of past due assessments.
- iv. Members "over 90 days" delinquent in paying a fee, fine, or other monetary obligation due to the association are subject to Board action including suspension of privileges stipulated by the Board including, but not limited to, voting rights, reassignment of parking space, loss of parking space bidding rights, loss of use of amenities including pool and clubhouse. The Association may only suspend the voting rights of a unit owner or member due to nonpayment of any fee, fine, or other monetary obligation due to the association where more than \$1,000 is owed and the monetary obligation is more than 90 days delinquent.
- v. Suspensions apply to members, tenants, family, and guests.
- vi. Use of amenities while on suspension can result in fine(s).
- vii. Rights are restored if monetary obligations are paid in full or if the unit owner is abiding by a payment plan established and approved by the Board.
- viii. If a unit is occupied by a tenant where a unit owner is delinquent in monetary obligations, the Board, via written demand, has the authority to mandate the tenant to pay the Association rental payments directly until monetary obligations of the unit owner have been met.
- ix. Privileges are restored immediately upon payment in full.

3. BARBEQUE GRILL

The grill is located at the southeast corner of the property behind the stairwell. Please observe the posted Grill Guidelines when using the grill.

- i. Do not move the grill, as per fire code, the grill must remain 10 feet from the building.
- ii. Portable grills are not permitted anywhere on property, in apartments, on patios or balconies.
- iii. Please be courteous to other residents and clean up after use.

4. BICYCLE ROOMS

Bicycle Rooms are located on the 2nd, 3rd and 5th floors and are on a first-come, first served basis.

- i. Keys are available upon request from the property manager.
- ii. Bicycles must be tagged with the owner's name and unit number.
- iii. Abandoned bicycles and those deemed inoperable will be removed and disposed of.
- iv. Bicycles found in the common areas will be removed.
- v. Do not ride bicycles through lobbies, on catwalks or walkways/passageways for safety reasons.
- vi. Store bicycles in unit during period of extended absence.

5. BOAT DOCKS

Individual unit owners have "Exclusive Rights to Use" ("exclusive use"/"exclusive use rights") the boat docks. Completion of required form(s) submitted to the property manager and Board approval is required prior to all agreements, including but not limited to transfer or lease associated with the boat docks. The Association shall have the right to inspect the vessel and is permitted to demand its removal or remove the vessel if it poses a threat to the Association property or the property of neighboring units or vessels.

5.1. General Requirements

- i. No commercial vessels, barges, etc. permitted.
- ii. Boat owners must produce documentation of 100% ownership if owned by a business entity.
- iii. Boat owners must own or rent a unit in the building to have use of the dock assigned to the unit they own or lease.
- iv. Docking is prohibited without permission from the exclusive use rights owner.
- v. Owners with exclusive use rights are permitted to dock their boat whether they reside in their unit on a full-time basis or not.
- vi. All costs associated with dock transfers are the responsibility of the exclusive use rights owner.
- vii. The Association is required to obtain general liability insurance for the docks which are back charged to the owner. Insurance companies will not insure docks for property damage.
- viii. Insurance companies do not insure the docks for property damage.
- ix. Liveaboards are not permitted.
- x. Dock and slip size are not permitted to be changed without Association approval.
- xi. Boat owners are responsible for the safety and security of their docked boat.
- xii. No trespassing is permitted without permission from exclusive use rights owner or lessee.
- xiii. Children under 12 must be supervised by an adult and wear life jackets on the dock.
- xiv. Docks should be used with caution and are at your own risk.
- xv. Lessees of a unit with dock are not permitted to continue docking once their lease expires.

5.2. Contractor/Service Provider Requirements

All contractors and service providers for boats moored in the docks are required to be licensed in the State of Florida, meet minimum insurance requirements, and comply with labor laws, as follows:

- i. State of Florida business license.
- ii. Submission of Certificate of Insurance for each contractor to be working on property.
- iii. Insurance Agreement between Association and Contractor/Vendor with coverages as stipulated in the Agreement
- iv. Certificate of Insurance to name No. 1 Condominium Association of Paradise Harbour of North Palm Beach, Inc. as Additional Insured with a Waiver of Subrogation.
- v. Compliance with all laws and requirements of governing entities, including maritime.

5.3. Utilities

- i. Dock water is for use by the owner/renter of the exclusive use dock.
- ii. Dock electric is the responsibility and for exclusive use of the owner/renter with the exclusive rights use dock.
- iii. Damage to docks or boats due to unauthorized use of water or electricity will be the responsibility of the offending party.

5.4. Sea Wall/Dock Repair

- i. Owners with exclusive use to a dock are responsible for maintaining mooring and upkeep, including mooring piles.
- ii. Owners will receive written notice of deficiencies for required maintenance or repairs.
- iii. The Association has the authority and responsibility to repair, remove and replace the sea wall and boat docks, including boards and pilings.
- iv. Owners are responsible for payment of replacement dock material associated with their exclusive use dock.
- v. Repair and maintenance of the seawall is the responsibility of the Association, except in the case of repair or maintenance required as a result of negligence.

5.5. Fueling

- i. On site fueling is permitted, entering only through the gate at the south side of the building.
- ii. Fueling is for owners with exclusive rights only.
- iii. Fueling must be scheduled so as not to interfere with dumpster access for garbage pickup.
- iv. Fuel lines are permitted to run on the grass of the south lawn, with care.
- v. Fuel companies are required to comply with "General, Contractor and Vendor Requirements" section of this document, including delivery times.
- vi. The fuel company and /or recipient of fuel is responsible for damages.

6. COMMON AREAS

Common areas are for everyone to enjoy and adherence to courteous cooperation will ensure our community practices the fundamental right of quiet enjoyment. Quiet times are from 10pm to 8am when noise level and voices must be kept to a minimum. Please comply with below:

6.1. Smoking

- Smoking is prohibited in specific common areas including the building, clubhouse, elevator, hallways, breezeways, lobby's, laundry rooms, stairwells, storage, roof access, craft and maintenance rooms.
- ii. Smoking is permitted inside units but is strongly discouraged on patios and balconies.
- iii. Please be courteous to others when smoking anywhere on property to ensure smoke does not permeate into other residents' unit or personal space.

6.2. Prohibited

- i. Items left anywhere in the building or on the property or parking lot are subject to removal.
- ii. Placement of anything, anywhere in the building, including contractor or vendor materials or debris, which can cause trips and/or falls in the building.

- iii. Shaking out items or hanging items over railings.
- iv. Sweeping or throwing items off catwalks.
- v. Cutting, drilling, or hanging into exterior concrete walls.
- vi. Signage, advertisement, notice or any other lettering of any kind, in or upon any surface on the exterior or common areas of the building where it is visible from the outside of units.
- vii. Decorations without Board approval.
- viii. Playing, loitering, running, skating, skateboarding, roller blading, scooters, riding bicycles in lobbies, hallways, stairways, walkways, or passageways.
- ix. Directing maintenance employees, contractors, vendors, etc. hired by or under contract with the Association or interfering with their work.
- x. Placement or installation of radio or television antenna, satellite dish, or communication device wiring other than interior wireless door monitoring device.

7. COMPLIANCE

Compliance with the Association's governing documents is mandatory, and the Board has the authority to fine violators pursuant to Florida Statute Section 718.303. This applies to owners, the owner's tenant, guest or invitee. Loss of privileges as stipulated by the Board, include but are not limited to, voting rights, reassignment of parking space, loss of parking space bidding rights, loss of use of amenities including pool and clubhouse. Violations process overview:

7.1. Required Notice

- i. Verbal Notice A first violation can be verbal if the Board feels it is appropriate.
- ii. 10-Day Notice If the Board feels the violation can be resolved within 10 days, a Violation Notice can be sent which does not result in a fine.
- iii. 30-Day Notice Violations that are not resolved or those considered more serious can result in a 30-Day Violation Notice to be submitted to the Compliance Committee for a Hearing.

7.2. Assessment of Fine(s)

The board has the authority to assess a fine after 30 days of \$100 per day, with a limit of \$1,000, until the behavior causing the violation has stopped or the violation is corrected.

7.3. Right to Hearing

- i. The Board has the authority to vote to levy a fine or multiple fines after 30 days for multiple violations at a duly noticed meeting and request the Compliance Committee to set a Violation Hearing.
- ii. The Compliance Committee will schedule a hearing for the owner in violation where the owner will have the opportunity to dispute the violation.
- iii. The Compliance Committee has the final authority to confirm or reject the fine(s) or suspension levied by the Board.
- iv. If the Compliance Committee approves the fine(s) levied by the Board, the total amount of fines will be added to the owner's ledger account and the money will be due and payable within 5 (five) days of written notice.

8. CRAFT ROOM

The craft room is located on the 3rd floor for use by all residents for small projects and crafts.

- i. No painting, staining or toxic materials are permitted due to the lack of ventilation.
- ii. Do not leave projects or supplies in the room, Items left in the room are subject to disposal.
- iii. Please be courteous to other residents and clean up after use.

9. FAMILY, RELATIVES and GUESTS

Paradise Harbour welcomes family (guests), relatives (guests) and other guests of our residents. Owners are required to inform guests of the Rules and Regulations and are responsible for the actions and the associated remedies for guest actions. All documentation noted below is required to be submitted to the property manager prior to arrival regardless of whether the owner will be in the unit, unless noted otherwise.

9.1. Overnight Guests

- i. Five (5) nights and under Notify the property manager, no paperwork required.
- ii. Over five (5) nights up to thirty (30) nights Guest Registration Form submitted to property manager, with exception of immediate family.
- iii. Members are subject to fine(s) for non-compliance of family, relatives and guests.

9.2. Owner Guidelines

- i. Family members are permitted to occupy units without owner present, with prior notification.
- ii. No subletting is permitted without submission of an Application Package, \$100 application fee, interview and Certificate of Approval issued by the Board.
- iii. Any exchange of money, goods or services constitutes a rental.
- iv. Notify and monitor guests while the owner is in the unit and provide the Rules and Regulations to renters and guests staying while owner is not in their unit.
- v. Owners are responsible for damages, including monetary costs, to Association property and actions of guests, domestic help, subcontractors, vendors, etc.
- vi. Hired help is not permitted to gather or loiter on property.
- vii. Exercise Room Waiver is required for everyone using the facility.
- viii. Guests must display parking pass and notify pickup truck parking in spaces 82 to 91.
- ix. Do not leave children under the age of twelve (12) unattended at any time.

10. GARBAGE, RECYCLING and DISPOSALS

The garbage room is located on the first floor at the southwest corner of the building, with chutes in the same location on the upper floors. Refer to <u>paradise100.com</u>, the <u>Village of North Palm Beach</u> <u>Solid Waste Division</u> or <u>Solid Waste Authority of Palm Beach County</u> (SWA) websites for further information.

10.1. Regular Garbage and Recycling

- i. Please do not use the chute before 8:00am or after 10:00pm.
- ii. Garbage must always be bagged and secure prior to disposal.
- iii. Recycle bins are provided in the trash rooms (floors 2-5) with signs identifying use.
- iv. Breakdown large boxes and dispose of them in the ground floor garbage room recycling dumpster.
- v. Water-based paint cans must be empty or filled with cat litter and placed in plastic bags.
- vi. Dispose of heavy, over-sized, glass, breakables and metal items in 1st floor dumpster.
- vii. Construction debris is not permitted in the dumpsters. Contractors are required to remove construction debris from the property. Cost for removal of construction debris will be charged back to the owner.

10.2. Bulk Garbage and Hazardous Materials

- Refer to paradise100.com, the Village of North Palm Beach Solid Waste Division or Palm Beach Solid Waste Authority (SWA) websites or call for specific or detailed pick up information.
- ii. Bulk garbage and hazardous material are not permitted in dumpsters and subject to fine.

- iii. Refrigerator doors must be removed, and appliance doors taped shut.
- iv. Place bulk items directly on the driveway across from the trash room door and call the Village of North Palm Beach Solid Waste Division to schedule pick up.

10.3. Garbage Disposals

Due to the age of the building drainpipes, disposals are no longer permitted. Units with current disposals are considered grandfathered until they are non-operational, at which point they cannot be replaced.

- i. Follow manufacturer instructions regarding recommended use.
- ii. Disposals are for biodegradable food scraps only.
- iii. Never put solid items, metal, combustibles, paper, glass, grease, greasy items, grease products, harsh chemicals, etc. into disposal.
- iv. Damages for repair to drain lines due to disposals will be charged back to the owner.
- v. Refer to pardise100.com for a complete list of items not permitted for disposal.

10.4. Pest Control

The Association contracts for building, property, and unit pest control on a monthly basis. A signup sheet is in the garbage room for unit treatment of units at no cost to the owner. Treatment requires the owner to be present in the unit for access.

NOTE: Many varieties of snakes can be dangerous, poisonous and/or protected as an endangered species. Do not disturb or approach snakes and report siting to property manager immediately.

11. KAYAK RACK

A kayak/paddle board rack is located on the Southwest lawn with space for five (5) kayaks and eight (8) paddle boards. Space is for owners only and is assigned on a first-come, first-serve basis. Owners must submit a Kayak/Paddle Board Space Request Form to the property manager with a \$200 non-refundable access fee for space on the rack. If available, space will be assigned. If no space is available, owners will be added to a waiting list.

- i. All deposits and payments are non-refundable.
- ii. Only owners who are assigned space on the rack are permitted to use the rack.
- iii. Reassignment, rental, or trading of space is prohibited.
- iv. The Board has the authority to reassign space if an owner is not using their assigned space.
- v. Kayaks/paddle boards must be removed during extended absences.
- vi. Kayaks/paddle boards must be removed immediately upon notification of weather events or other emergency situations. Noncompliance will result in removal of kayak/paddleboard, fine(s) and/or loss of rack space.
- vii. Kayak lift must be left in its highest position, including after launching kayaks into water.
- viii. The rack and lift are used at your own risk.

12. LAUNDRY ROOMS

Laundry rooms are located on the 2nd and 4th floors and accessible with your Medeco security key.

- i. Hours are 8am to 10pm.
- ii. Purchase KioSoft card from machine for \$5 and load cash (\$5, \$10 and \$20 bills only).
- iii. Machines are 50 cents per load paid with KioSoft card.
- iv. Lights are automatic and should not be turned on or off.
- v. Turn fan off when leaving.
- vi. Keep laundry room doors closed to avoid costly repairs due to wind.
- vii. Do not overload machines and clean lint trap in dryers after use.

- viii. Do not use excessive amounts of detergent which can cause backup and drainage issues.
- ix. Garbage cans are for laundry room garbage only, no other garbage is permitted.
- x. Service calls should be directed to the property manager identifying the machine number. Please put a note on the machine needing service.
- xi. Be courteous to other residents and remove clothes promptly and clean up after use.

13. MANAGING RISK

Paradise Harbour is committed to protecting our investment through proactive risk assessment and management. The Board is committed to enforcing rules, ensuring community safety, the efficient operation of the Association, ethical and fiscal responsibility and transparency.

13.1. Association Insurance

The Association carries insurance in accordance with Florida Statue in addition to other lines of coverage. A list of insurance policies is listed on paradise100.com.

13.2. Unit Owner Insurance

Pursuant to Association governing documents, owners are responsible for purchasing, at their own expense, liability insurance and casualty insurance (HO6 policy) for individual units and those portions/components of their units not covered by the Association's casualty insurance (See Florida Statutes, Section 718.111(11), as amended from time to time.

- i. Non-compliant owners are considered self-insured and personally responsible for damages caused by a loss to their unit, personal property and contents, in addition to losses to other units associated caused by their negligence.
- ii. Renters who do not carry contents insurance are deemed self-insured.

13.3. Unit Water Management and Monitoring Program

The Association has established a Water Management and Monitoring Program to eliminate water intrusion risk. Requirements of this program are stipulated in Section 5., "Unit Owner responsibilities", 5.8, "Unit Water Management and Monitoring Program", in this document.

13.4. Unit Closure

Owners are required to monitor their units while away for an extended absence and/or while out of town of factors presenting the greatest risk to their unit, other units and the building. Hurricane preparation is required by the unit during hurricane season. During the owner's absence, major components present the greatest risk to your unit, other units and the building must be monitored. Closure requirements are stipulated in "Unit Owner Requirements".

13.5. Emergency Keys/Codes

The Association requires emergency keys/codes to be kept for emergency purposes and unit access. Keys are kept locked in a lock box, in a locked room. Access to the lock box is given to the property manager and Board only.

- i. Unit keys and/or codes must submitted for emergency unit access and replaced if changed.
- ii. If unit entry is required, unit owner will be notified in advance other than in case of an emergency. The property manager and a Board member or two Board members will enter (not applicable in emergency situations).
- iii. If unit key or code is not available and a locksmith or forced entry is required, owner is responsible for associated costs and/or damages.
- iv. Keys should be provided for vehicles in the parking lot for an extended period of time to a person who is in residence.
- v. Notice of the person with the key should be given to the Association in case the vehicle needs to be moved.
- vi. Return Medeco security keys to the property manager if found.

13.6. Severe Weather and Hurricane Preparation

Hurricane season is June 1st through November 30th. In the event of severe weather events, owners are responsible to prepare and secure their unit once a hurricane warning is issued or upon notification from the Association. If an owner fails to take action to prepare their unit for severe weather or a hurricane, the Association may prepare the owner's unit for a weather event on behalf of an owner/resident and has the authority to assess a fee based on the time requirement to prepare and work performed on behalf of the owner. The following is highly recommended to prepare for weather events:

- i. Inspect that hurricane preparation items are in working order prior to hurricane season.
- ii. Prepare all hurricane items when leaving for the season or an extended absence.
- iii. Close, secure and lock all windows, doors and hurricane shutters.
- iv. Remove all walkway mats and all items from patios/balconies including furniture and plants.
- v. Close doors between interior rooms.
- vi. The elevator will be shut down at an appropriate time and the elevator will not be available.
- vii. Doors will be dead bolted at appropriate time throughout the building and clubhouse.
- viii. Inspect unit after a storm to assess:
 - -Damage to unit or building.
 - -Issues specific to water intrusion.
 - -Remove puddled water from the balcony.
 - -Notify the property manager of any damage from the storm.
- ix. Further hurricane preparation information is available on paradise100.com and links below.
 - -Village of North Palm Beach Community Development Department
 - -Palm Beach County Emergency Management Department in West Palm Beach

The Association has no duty or obligation to prepare an owner's unit for severe weather or hurricanes. Owners who fail to comply will be responsible for costs from damages incurred by the Association and/or other units affected by such loss due to Owner negligence.

In the event of an evacuation order, PLEASE EVACUATE!

13.7. Elevator

i. Safety

All issues with the elevator must be reported to the property manager immediately. Please comply with the following:

- -Do not leave children unattended.
- No bare feet or dripping bathing suits.
- -Clean up water or liquids spilled.
- -Keep away from elevator doors and button panels.
- -In the event the telephone button is accidentally pushed, please wait for the operator to avoid needless dispatch.

ii. Disruption

- -Remain calm, help is on the way.
- -Push the alarm button to alert building residents.
- -Residents who hear the alarm are asked to communicate with the stranded passenger and notify management immediately.

iii. Emergency Action

-Use the emergency telephone button to alert authorities or dial 9-1-1 from cell phone.

13.8. Fire Safety

Paradise Harbour complies with the law regarding fire safety. Fire alarms are located on each floor and throughout the building, please take note of locations. In the event of a fire:

- -Pull the nearest alarm which alerts the building ONLY.
- -Evacuate to the parking lot using the stairs.
- -DO NOT USE THE ELEVATOR!
- -Dial 9-1-1

IMPORTANT: FIRE ALARMS WILL NOT ALERT THE FIRE DEPARTMENT

13.9. Security

Paradise Harbour is committed to the safety and security of our residents, building and property with 24-hour video recording surveillance cameras and Medeco security keys for access to the clubhouse, pool, gym and laundry rooms. The Association will continue to research other available options to enhance our safety and security.

Do not confront trespassers directly, notify the police of an incident immediately and property manager within 24 hours. If possible, take pictures.

14. OWNER RESPONSIBILITES

Residents and guests are expected to keep voices and noise levels under control and kept to a minimum inside units at all times. Quiet times are 10pm to 8am.

Owner are responsible for unit condition, repair and maintenance of items needed for the unit to be in full working order or which can cause damage to owners' unit, other units, or the building. The Board has the right to access units for the purpose of inspection, repair, and replacement and/or to require immediate action to at risk items or emergency situations based on the governing documents and State Statutes. Failure to maintain and repair upon notification by the Association may result in a Board action. Renovations and alterations or replacement of items in this section may require a permit and must be submitted to the property manager for Board approval, prior commencement of work.

14.1. Items of High Risk to Units and Building

- i. Water heater and isolation valve
- ii. HVAC unit
- iii. Electrical panel, wiring, outlets and switches
- iv. Refrigerator, stove, dishwasher and all other appliances
- v. Drains, plumbing fixtures and connections, sinks, plumbing and water lines.
- vi. Doors, windows, screening and glass
- vii. Utilities, specifically electric, water, sewer

14.2. General Requirements

- i. Maintenance contracts are recommended for all HVAC units.
- ii. Installation of a water monitoring device is recommended for all units and/or Seacoast Utility Authority (SUA) Aqua Hawk monitoring. Information is available on paradise100.com.
- iii. Smoke detectors are required by code. Contact the NPB Building Department regarding smoke detector(s) code and placement requirements.

14.3. Unit Interior Responsibility

Unit owners are responsible for all interior components and systems noted below, other than certain drywall installation/replacement where required by the Association per State Statute.

- i. Maintenance and replacement of floors, ceiling and wall coverings.
- ii. Interior doors, windows, screening and glass, all exterior doors, except for painting the outside of the exterior door shall be an expense of the owner.
- iii. Limited common area preservation of patios/balconies. Limited common area must be kept clean, orderly and not permitted to be used for storage.
- iv. No floor coverings are permitted on patios and balconies without Board approval. The Board reserves the right to deny flooring that can compromise building structural integrity.

14.4. Unit Exterior

- i. Doors and door transom replacement, maintenance and repair (excluding painting of outside of exterior surface of front door).
- i. Changes to doors, windows, storm doors, hurricane protection, in addition to changes visible from the exterior of the building, require Board approval and possibly member approval.
- ii. Installation of stainless-steel fasteners for shutters, doors, windows and enclosures.

 Installers must meet requirements for drilling into the interior or exterior of the building.
- iii. Door mats, door decor, holiday and seasonal decorations are permitted. Items must be removed prior to vacating the unit for an extended absence. Seasonal and holiday decorations are permitted if displayed and removed as determined by the Board.
- iv. Do not hang or shake out anything over the balconies.

14.5. Plumbing, Drain and Sewer Lines

- i. Grease, grease products or solids are not permitted to be flushed into sewer or drain lines.
- ii. Drains, plumbing fixtures and connections, sinks, all plumbing and water lines within the unit, including the unit's main water shut off valve.
- iii. Nothing other than bodily waste and toilet paper should be flushed down the toilet.

14.6. Utilities, Appliances, Systems, Mechanical, etc.

- i. Utilities include water, cable, internet and phone.
- ii. Washers and dryers are not permitted in units.
- iii. Refrigerator, stove, dishwasher, and all other appliances.
- iv. Electrical panel(s), electric wiring and electric outlets and fixtures within the unit.
- v. Purchase and replacement of HVAC unit, including condenser, power disconnects and all appurtenances thereto, wherever situated, including the electrical wiring to the roof.
- vi. Hot water heater and isolation valve.

14.7. Unit Closure Requirements

Owners are required to monitor their units by identifying a person to monitor their units during their absence. Hurricane preparation is required to be done by the unit owner prior to an extended absence. Compliance is mandatory to the following:

- i. Board members are prohibited from monitoring units for other owners or renters.
- ii. Provide the property manager with the name, contact information and dates unit will be monitored in owner's absence.
- iii. Confirm with the property manager that the current unit key and/or code has been submitted for emergency access.
- iv. Lock and secure windows, doors and close hurricane shutters.

Water

- i. Shut off the main water valve inside and turn off water heater breaker.
- ii. Turn off water at the water meter (contact property manager for special tool to close valve).
- iii. Open sinks to drain water lines, close once emptied.
- iv. Upon return, turn on main water valve to fill the hot water tank and icemaker before you turn on your electricity to the hot water tank.

Kitchen

- i. Remove all food from refrigerator and all perishable food from unit.
- ii. Remove ice from icemaker to prevent water discharge from melting.
- iii. Unplug small appliances.

Bathroom(s)

- i. Fill the bowl, cover bowl (not the lid) with plastic wrap, to minimize water evaporation.
- ii. Close lid, leave heavy object on top to prevent rodent entry.
- iii. DO NOT use antifreeze or oil of any kind in the toilet.

HVAC

- i. Service air conditioning unit every six (6) months.
- ii. Recommended settings for air conditioner are between 75 and 80 degrees.
- iii. Recommended Humidistat setting (if equipped) is between 55 and 60 degrees.
- iv. Float switch is required by code.

14.8. Unit Water Management and Monitoring Program

Water intrusion from water heaters and air conditioning unit leaks are one of the greatest risks to all units. To minimize risk of a water intrusion event a "Unit Water Management and Monitoring Form" is required to be completed for each unit and updated each time a system or monitoring device is replaced. Requirements to maintain, replace and monitor these systems are as follows:

- i. Registration of water heater to include manufacturer, manufacturing date, serial number and installation date.
- ii. Replacement of water heaters every ten (10) years may be required if determined by Association unless manufacturer guarantees a longer life expectancy (proof required).
- iii. Registration of air conditioner to include manufacturer, manufacturing date, serial number and installation date.
- iv. SUA AquaHawk Program registration is highly recommended. SUA contact number is (561) 627-2920 or register online via the following link. <u>SUA AquaHawk Alert Registration</u>
- v. A water monitoring device is highly recommended.

15. PARKING LOT MANAGEMENT and VEHICLE PARKING

Parking space assignments are not recorded in the public records of Palm Beach County. Upon ownership or lease approval, units are assigned a parking space by the Board. Parking is permitted in spaces designated and identified as 100 Paradise Harbour only. Non-compliant vehicles are subject to tow and all related expenses are the responsibility of the vehicle owner. The Association bears no responsibility for damage from any source, vehicle theft or theft of items stolen from vehicles.

15.1. Parking Spaces

- i. Spaces 1 64 are owner/resident spaces assigned by the Board.
- ii. Spaces 6 and 7 are for drop-off and unloading only and are limited to 20 minutes.
- iii. Spaces 86 91 are reserved for commercial trucks, large trucks or vehicles with signage or advertisement which are not permitted to park in owner or other guest spaces.
- iv. Guest spaces are marked with "BLDG 100" on bumpers.
- v. Two spaces for vendors, movers, etc. are provided for use during permitted working hours located on the South side of the clubhouse drive-through.
- vi. Private vehicles are not permitted to park in contractor spaces during working hours.

15.2. Vehicle Requirements

- i. All residents are required to submit vehicle information and update for change in vehicle.
- ii. Vehicles must have current registration and be in compliance with motor vehicle laws of the registered state.

- iii. Vehicle size limitations for parking spaces are determined by the Board.
- iv. Prohibited vehicles include those not drivable in addition, but not limited to, commercial trucks with signage (unless covered), one-ton trucks, wide-body trucks, boats, boat trailers, house trailers, other trailers, tractors, buses, mini-buses, campers, motor homes, go-carts.

15.3. Parking Space Requirements

Members/owners with ledger balances of over 30 days do not qualify to bid unless they are paid in full by the deadline date of the current bidding process. The following guideline determines member ability to bid on parking spaces:

- i. Members must be paid to date with a .00 balance due to bid on a parking space.
- ii. Members in arrears are subject to loss and reassignment of parking space and are not permitted to bid on spaces unless the balance due is paid in full by the bidding deadline.
- iii. Arrears in dispute must be settled by the bidding deadline for the ability to bid on a space.
- iv. Arrears include assessments, late fees, interest, charges, fines, and any monetary obligation due and owing to the Association.
- v. Members who are non-compliant of violation notice or who have not been to their unit in a 12-month period are not permitted to bid on parking spaces.

15.4. Space Assignment

- i. Spaces between numbers 1 and 63 are assigned by the Board based original deed date, with exceptions to leased units.
- ii. Owners who lease their unit's seniority is no longer based on deed date and seniority date becomes the first day after the last day of the last lease.
- iii. Parking spaces vacated by owners due to sale or lease are reassigned by the Board.
- iv. Owners will retain their parking seniority if the owner purchases another unit at 100 Paradise Harbour before or concurrent with selling their existing unit.
- v. The board can temporarily assign parking spaces while an owner is not using their parking space with owner notification.
- vi. Temporary space assignments must be vacated immediately upon notification from owner.
- vii. Written notice to the property manager and Board approval is required for agreements between owners for use of their space while away for an extended period of time.
- viii. The Board reserves the right to reassign parking spaces for owners who do not visit their unit for a twelve-month period or do not own a car.
- ix. Owners are permitted to give written permission to the property manager, allowing another owner to park in their space.
- x. Trusts taking ownership do not lose their seniority date providing the approved owner is named in the trust.
- xi. Spouses have the same seniority date as his/her spouse even if not recorded on the deed.
- xii. When a name(s) is added to the deed, the recording date of the deed or instrument adding such name(s), is the deed date for that additional owner.

15.5. General Requirements

- i. Reassignment, temporary use or trading of parking spaces is prohibited.
- ii. Members may rescind parking permission, at will, by notifying the property manager.
- iii. Guest vehicles must display parking passes which can be obtained from the owner. Members are permitted to allow other members to park in their space for a maximum of three months while not on property with written notice to the property manager.

15.6. Parking Lot Safety and Security

- i. The parking lot speed limit is 15 mph.
- ii. Turn off engines and do not idle vehicles while parked in spaces 1-18.

- iii. Vehicles and open bed trucks cannot store items nor extend items beyond truck beds.
- iv. Do not impede driving lanes and park vehicles within the lines and centered in the space.
- v. For safety reasons, ball playing, game playing, frisbee, skateboarding, roller blading and other activities as such are not permitted in the parking lot.

15.7. Car Wash Area

- i. Car wash and wash down area is located by the garbage door. Use of toxic or hazardous chemicals, oils, grease, etc. are strictly prohibited by law.
- ii. The car wash area is a no parking zone, cars are not permitted to be left unattended.

15.8. Stormwater Management

The parking lot drains into the public waterway and is subject to Stormwater Management Laws. Non-compliance with these laws is a serious offense and subject to fine(s) and possible criminal or civil action/penalties. Dumping or use of illegal toxic or hazardous chemicals, materials, grease or degreaser, paint, etc. and performing repairs in the parking lot or car wash area is prohibited.

15.9. Parking Violations

- i. Verbal Notice A first violation can be verbal if the Board determines this to be appropriate.
- ii. Notice on Car A paper notice will be placed on the windshield of the offending vehicle.
- iii. Sticker A sticker will be placed on the driver side window as a cease and desist. Once a vehicle sticker has been affixed the vehicle is subject to tow.
- iv. Towed Vehicle If towed, the vehicle owner is responsible for all costs incurred.
- v. Fine(s) Fines can be assessed if the Board deems appropriate.

16. PET POLICY

Assistance animals are permitted if required by law. Assistance animals and pets of any kind must adhere to the requirements of all Association governing documents and must have written Board approval prior to being housed or maintained in a unit. All pets must complete a Pet Registration Form submitted to the property manager for Board approval. Residents or guests making a request for an assistance animal must communicate (preferably in writing), a request for accommodation. Compliance is as follows:

- i. Unless otherwise provided by law, people making a request for an assistance animal must provide the required documentation.
- ii. Current Rabies Vaccination Certificate.
- iii. Leashes required for community safety, security and liability reasons.
- iv. Pets or assistance animals creating a nuisance or consistent disturbance can be permanently barred from the property.
- v. Pet/animal waste is a health hazard and picking up after pets/assistance animals is required. The pet/animal owner will be held responsible for pickup for theirs or their guests' pets.
- vi. Pet waste must be disposed of in the dumpster.
- vii. Pets are prohibited from clubhouse and pool areas, except for assistance animals.
- viii. Pets are not permitted to be kept, bred, or maintained for any commercial purposes.
- ix. Compliance with all Federal, State and local laws is required.
- x. Guests visiting with a pet or assistance animal are responsible for, and subject to the above.

17. SALES and LEASES

Members of the Association are required to complete an Intent to Sell/Lease Form and submit to the property manager prior to listing their unit for sale or lease, including private transactions. Owners are not permitted to sell or lease their unit without a Certificate of Approval issued by the Board. Process and compliance requirements are as follows:

17.1. Owner & Realtor Requirements

- i. Submit an Intent to Sell/Lease form signed by the owner and their realtor prior to listing a unit or entering into a contract for sale or lease.
- ii. Realtors must be notified by the owner that all Contracts for Sale and Lease of units must include an Addendum/Rider for Right of First Refusal on behalf of the Association as stipulated by Association governing documents.
- iii. Once an owner has an Offer to sell or lease their unit, before accepting the Offer, the owner must deliver to the Board of Directors a written notice containing the terms of the Offer and an application completed by the prospective purchaser(s) or tenant(s) and such other supplemental information as is required by the Board of Directors.
- iv. Closing or lease date must be set no earlier than 10 days of date of fully submitted application to the Association to allow for Right of First Refusal to be exercised.
- v. Right of First Refusal contractual requirements must be met by approved buyer/lessee. Exceptions can be approved by the Board.
- vi. Seller must deliver to prospective buyers copies of the Association's Governing Documents, Budget, Reserves Study, reserves accounting, information regarding future monetary requirements and other items required in Florida Statutes, Section 718.503.
- vii. Keys must be transferred to new owners for unit door access, clubhouse/pool, gym, mailbox, bike room, storage room and lock. The Association is not responsible for the transfer of keys.
- viii. Owners selling their units with boat slips must disclose their exclusive right to use does not include a deed to the submerged land.

17.2. Acquired Ownership

Owners who transfer title of their unit for estate planning purposes to a trust where they are the trustee or create a life estate where they are the life estate holder, do not need to obtain a Certificate of Approval from the Association. In the event a unit is transferred as a gift or inherited by someone other than the Unit Owner's spouse, children or parents, the person(s) receiving the gift or the inheritance must submit an application, attend interview, and obtain a Certificate of Approval from the Board. Transfers by gift or inheritance are also subject to the Association's Right of First Refusal and if the Association does not approve of the person(s) so designated, the members will have the opportunity to purchase the unit for cash at the then fair market value of the Unit. Approved transferees through inheritance are permitted to lease their unit immediately in accordance with the same stipulations within this section.

17.3. Prospective Buyers and Renters

- i. Submit completed application package, all required documentation and fee(s).
- ii. All occupants, whether recorded on deed or lease or not, must be listed on the application and agree to all requirements within.
- iii. Trusts must submit Trust documents that disclose all members of the Trust.
- iv. Corporate entities that own a unit must designate the occupants of the unit and the voting member for the unit.
- v. Assignment of Sale to any other individual is prohibited.
- vi. The Board has the authority to disqualify prospective buyers, corporations, partnerships, LLC's, land trusts, renters, etc. in accordance with Association documents, current screening criteria and as permitted by law.
- vii. Prospective buyers/renters must attend an interview prior to approval of a sale or lease at a mutually agreeable time. If the buyer is unavailable until after the 10-day approval period, the approval period will extend through interview date.
- viii. A "Certificate of Approval" is required prior to taking possession or moving into a unit.

17.4. Leases and Rentals

- i. Leases are not permitted during the first two (2) years following the date of conveyance or transfer of title or other ownership interest in the unit with the exception of transfer of title through devise or inheritance.
- ii. One lease permitted per 12-month period for a minimum term of three (3) months.
- iii. Maximum of 20% of the building, or 12 units, are permitted to be leased at the same time.
- iv. Owners who are interested in leasing their unit once capacity is reached will be added to a waiting list on a first-come, first-serve basis.
- v. Owners lease must allow owner access to inspect their unit during lease or rental period.
- vi. Any exchange of monies, goods or service constitutes a lease or rental.
- vii. Owners leasing or renting their unit lose their privileges to the use of association property, common elements and amenities otherwise readily available for use by unit owners for any reason other than as an invited guest or to access their exclusive right to use dock.
- viii. Leases and lease renewals must have Board approval prior to renewal of current lease or moving into a unit.
- ix. Disqualification of renters is within the allowance of the law and Association documents.
- x. Upon lease approval, owners forfeit their parking space and tenant is reassigned parking.
- xi. Taxes and other governmental requirements, if any, associated with leases and rentals are the sole responsibility of the owner.
- xii. Occupants living in a unit without a contractual or monetary obligation are considered renters and subject to the terms and conditions of this section and governing documents.

17.5. Occupancy

All occupants, whether recorded on the property deed or named in the lease, are required to complete an application and submit to credit and background checks. Occupancy in individual units cannot exceed the capacity as stated in the ordinance of the Village of North Palm Beach.

17.6. Parking Space Assignment

- i. Owner and renter spaces are assigned by the Board.
- ii. Subsequent spaces are assigned by the Board.
- iii. Spaces are based on seniority of ownership, with the exception of leased units.

17.7. Unit Access and Security Keys

The selling owner is responsible for providing new owners and lessees with all keys, including:

- i. Keys to condo unit, bike room, storage room and mailbox.
- ii. Security keys for the clubhouse, pool, fitness room and laundry rooms.
- iii. Security keys can be reissued for a fee of \$150 each.

18. SHARED AMENITIES - CLUBHOUSE, POOL, FITNESS ROOM, FISHING DOCK

The clubhouse, pool, fitness room and fishing dock are shared amenities with the Association of 105 Paradise Harbour Boulevard and have separate Rules and Regulations governed by the Board of each building for the owners of their building.

19. SHOPPING CARTS

Shopping carts are available on each floor in the utility room. As a courtesy to other residents, return carts to the same floor they were found. Shopping carts are not permitted for contractor use.

20. SOLICITATION

Solicitation, of any kind, is not permitted in the building or on property.

21. STORAGE ROOMS

Each unit has an assigned storage unit located on the 2nd, 3rd, 4th and 5th floors.

- i. Storage units are transferred to new owners and are not permitted to be reassigned without Board approval.
- ii. Temporary use of other storage units must have the approval of the owner.
- iii. Personal items are stored at your own risk.
- iv. Items cannot be stored outside of the assigned storage unit without Board approval.
- v. Do not store hazardous, flammable or explosive materials in the storage rooms.

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