

A COMPREHENSIVE GUIDE
TO
PEACEFUL CO-EXISTENCE
AT
PARADISE LAKES CONDOMINIUMS
AND HOMESITES PHASE I & II

RULES AND REGULATIONS
OF



REVISION FEBRUARY 2020

PARADISE LAKES CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

(Effective Date: May 4, 2015)

The following rules and regulations have been adopted by the Board of Directors of Paradise Lakes Condominium Association, Inc. (“**Association**”) pursuant to the authority contained in the Declaration of Condominium Ownership of Paradise Lakes Resort Condominium (“**Declaration**”). Should any rule or regulation herein conflict with the Declaration, the Declaration shall govern. The following rules and regulations may be amended by the Association from time to time.

I. INTRODUCTION

Purpose and Intent of Paradise Lakes Condominium Association Rules and Regulations

This booklet contains the established rules and regulations reviewed and affirmed by the Board of Directors of the Association and the specially formed Rules Committee established in March 2012. All owners, residents and guests will be provided with a copy of the Rules and Regulations and any revisions thereto, in accordance with Florida law and the Declaration and other governing documents (collectively, the Declaration, By-Laws, Articles of Incorporation, and Rules and Regulations are the “**Condominium Documents**”) of the Paradise Lakes Condominium Association.

The Rules and Regulations are not meant to diminish, in any way, the pleasure of our residents and guests. Living and enjoying the beauty that surrounds us is what Paradise Lakes is all about. It goes without saying, however, that it is much easier to maintain peace and harmony if everyone lives by the same set of rules. Our Condominium Documents and the laws of the United States of America and the State of Florida provide us protection both inside and outside our gates, but we have a few unique needs inside. The Board of Directors, with the assistance of many of the owner/residents, through years of experience, deemed these Rules and Regulations necessary to ensure the domestic tranquility of the Paradise Lakes Condominium Association. All applicable federal, state, county, and local laws, as amended from time to time, apply within the Paradise Lakes Resort grounds. Additionally, the intent and focus of many of these rules and regulations is to avoid the liability of individual owners as well as the Association. Please be mindful of the Rules and Regulations, and we will all be much happier and content here in Paradise Lakes.

These Rules and Regulations apply to all condominium property and in no way affect the rules and regulations established by Paradise Lakes Resort, LLC. Paradise Lakes, Inc./Paradise Lakes Resort, LLC, its assigns and successors. These are separate and distinct entities from the Association. These entities have NO jurisdiction over each other. Paradise Lakes, Inc./ Paradise Lakes Resort, LLC, have separate rules for conduct within its grounds.

Anyone who violates any of the Rules and Regulations is subject to a fine, which is enforceable by the Association in accordance with §21.4 of the Declaration. The Rules and Regulations will be enforced by the Condominium Manager. In addition, any security guard on

duty has the authority to give warnings to residents and their guests for any violation of the Rules and Regulations.

This is only a brief summary and is not intended to take the place of your Condominium Documents. If you are an owner, please refer to your Condominium Documents for clarification. If you are a guest in one of our units, please do not remove this booklet from your rental unit. This will eliminate the need for us to replace it for the next occupant and will save us unneeded expense. If you have any questions about our Condominium Documents or the Rules and Regulations, please feel free to contact the Condominium Manager during regular working hours. He or she will be most happy to assist you.

If you are a guest, we sincerely hope that you enjoy your stay here and will visit us often. Many of our guests have become permanent residents; perhaps you will too. We ask that you treat our grounds and units with love and respect, as we do. We would like you to feel at home here, but remember this is our home. Please leave it as you found it and come back soon.

II. DEFINITIONS

Unless otherwise stated, the terms used herein have the same meaning as set forth in the Condominium Documents.

- A. ASSOCIATION** – means the Paradise Lakes Condominium Association, Inc.
- B. BOARD OF DIRECTORS** – the Board of Directors of the Association.
- C. COMMON ELEMENTS** – means the land, improvements, and all other parts of the condominium not within the units as provided in the Condominium Act. References to “common elements” include “limited common elements” unless the context otherwise requires. Examples of a common element are the buildings, fun & sun pads and roadways. Examples of limited common elements are vacation condo screened porches and island condo decks.
- D. CONDOMINIUM ACT** – Chapter 718, Florida Statutes.
- E. CONDOMINIUM PROPERTY** – means the land submitted to condominium ownership and all improvements thereon, as further defined in the Declaration, including the units, common elements, and limited common elements.
- F. CONDOMINIUM DOCUMENTS** - Declaration, By-Laws, Articles of Incorporation, and Rules and Regulations
- G. CONDOMINIUM OFFICE** – the Condominium Office is located in 1778 Samurai Point, UNIT Q-1, Lutz, Florida 33558. The Condominium Manager may be reached at 813-948-6411.
- H. CONDOMINIUM PARCELS** – means a unit together with the undivided share of the common elements which is appurtenant to the unit.
- I. DECLARATION** - Declaration of Condominium Ownership of Paradise Lakes

Resort Condominium, as amended and Paradise Lakes Individual Site Condominiums, as amended.

J. GUEST – any person residing at Paradise Lakes Condominium Association for 30 days or less who does not maintain their primary residence at Paradise Lakes Condominium Association and receives no compensation during their stay.

K. HOMESITES – Lots 1 – 48.

L. ISLAND CONDOS – Buildings T, U and V.

M. LIMITED COMMON ELEMENTS – common elements appurtenant to a unit, as defined in the Condominium Act and the Declaration.

N. SOCIAL NUDISM – the practice of engaging in normal daily activities and social interaction while nude.

O. SUN & FUN PADS – outdoor paved patios with a picnic table and lounge chairs for homeowners', tenants' and guests' use on a first come, first serve basis. Each pad has one BBQ that may be used in the same first come, first serve manner.

P. TOWNHOUSE UNITS – K, L, M, N, P, Q, R and S Buildings.

Q. UNIT – the living space which is subject to private ownership, as described in the Declaration and exhibits thereto

R. UNIT OWNER - means the owner of a condominium parcel which includes the unit and common elements appurtenant to the unit as defined in the Declaration.

S. VACATION CONDOS – A – J Buildings.

T. VILLA CONDO – O Building.

III. RULES AND REGULATIONS.

A. ALTERATIONS

1. Architectural. A standing Architectural Committee shall be appointed by the Board of Directors. The Board desires that this committee consists of at least one volunteer from each type of resort condominium within the Association (i.e., Vacation Condo, Townhouse, Island Condo, and Individual Site Condo). The primary function of the committee shall be determined by the Board of Directors. All changes to architectural elements must be approved by the Board using the variance process.

2. Alteration of Common Elements or Limited Common Elements - Unit owners may not make any alterations to the common elements or limited common elements.

3. Alterations and Repair – All Contractors must be licensed and insured and must adhere to all rules and regulations of the Association, as well as all laws and codes. Each unit Owner shall assume responsibility for the actions of any persons hired by the unit Owner or their tenant.

4. Building Fixtures, Buildings A through V – All fixtures (lights, numbers, doorknobs, locks, etc.) must be approved and no fixtures may be permanently attached to any exterior structure (walls, railing, beams, ceilings, etc.) of any Condominium Property without the prior approval of the Board of Directors through the variance process.

5. Building Time, Home sites – Modification and new construction must comply with Pasco County permits and codes and Condominium Documents. Within two months from the date of receiving a certificate of occupancy, all trees, skirting, landscaping, driveways, camouflaging of hitches and gas tanks, etc. must comply with the Condominium Documents. The time for compliance may be extended only with approval of the Board of Directors through the variance process.

6. Structures and Improvements – Any and all structures and improvements on any Condominium Property must conform to all applicable state and local permitting and code requirements, zoning regulations and laws, and the Condominium Documents.

7. Variances - Variances for exterior modifications may be granted to owners only if the Board of Directors, in its sole discretion, deems it appropriate, necessary and in accordance with the Condominium Documents and in compliance with Pasco County Building Codes and permitting requirements. Requests for a variance must be submitted to the Board of Directors and will be considered at a duly called and noticed Board of Directors meeting. Variances may be revoked for failure to comply with the terms of the variance or if such variance is found to be in conflict with the Condominium Documents or Pasco County Building Codes and permitting requirements.

B. APPEARANCE OF UNITS AND CONDOMINIUM PARCELS

1. Antennas – No individual exterior radio, TV, satellite dish, electronic antennae, or lightning rod, shall be allowed on any Homesite without the prior written approval of the Board of Directors through the variance process. No individual exterior radio, TV, satellite dish, electronic antennae, or lightning rod may be installed on Common Elements of the Condominium. All Owners installing satellite dishes should obtain Board approval prior to placement to ensure compliance with these Rules and Regulations. Any Owner installing an exterior radio, TV, satellite dish, electronic antennae, or lightning rod shall assume complete responsibility and liability for the cost of its installation and maintenance, as well as all consequential damages caused thereby.

2. Appearances - All owners, renters and guests will be responsible for the neat appearance of their Unit and Condominium Parcel and will keep all areas in a presentable manner. The Board of Directors is responsible for defining and enforcing “appearance” as used throughout this document and for all Units. No units, common elements, or limited common elements may be used for storage and all shall be kept free of trash, debris, and animal feces.

Upon notice to any Owner from the Association of a violation of this rule and failure by the Owner to correct the violation within fourteen (14) days of the notice, the Association may take any action necessary and incur such costs as the Association deems necessary to correct the violation and the owner will be liable for any and all costs incurred by the Association.

3. Drying – Retractable clothes lines or removable (temporary) drying racks outdoors may be used. Overnight drying is not allowed. All clothes lines and drying racks must be retracted or removed when not in use. No clothing, bedding, towels or other similar items shall be dried or aired in or on any common element or otherwise where visible from the common elements, including but not limited to balconies, decks, and patios.

4. Fences – Individual lot fences may not exceed 4' 0" in height and cannot extend beyond the front of the Homesites. Fences must be either chain link or non-opaque and permitted in accordance with Pasco County codes using the variance process.

5. Hurricane Shutters, Buildings A through V – Owners are required to apply for and obtain a variance from the Board of Directors prior to installing any permanent hurricane shutters. Shutters must be white, roll down style. When the Unit is occupied shutters must remain open. Shutters must be either completely open or closed.

6. Landscaping, Homesites – Landscaping and maintenance of the Homesites is the responsibility of the Owner.

7. Landscaping, Buildings A through V – Planting is not allowed in or on any of the Common Elements except as authorized by the Board of Directors. The Board of Directors is responsible for defining and enforcing appearance and acceptability of any landscaping. A standing Landscape Committee will be appointed by the Board of Directors.

8. Potted Plants

- i. Plants must not impede ingress/egress to or from any unit.
- ii. Plants must not interfere with lawn maintenance work.
- iii. Plants must be well cared for and healthy.
- iv. Plants must not lean against or climb screens or buildings.

9. Signs

i. Except as provided in the Declaration, no signs of any nature may be displayed on buildings or windows with the following exceptions: security and "No Smoking" decals are permissible on doors or windows of units.

ii. "FOR SALE" signs for a unit are permissible if conforming to Association standards and the Declaration (MAXIMUM SIZE of 18" X 27" for homesites, 18" X 12" for condos). They must be displayed on a condominium Unit's main entrance side in front window. Homesite signs must be displayed in a front window or on a post at the front of the building within lot lines.

iii. No "For Sale" signs are allowed on or in any vehicle (including golf carts, cars, bicycles and trucks).

iv. Items for sale or rent by owners can be advertised on the bulletin board by the tennis courts on a 3"x 5" index card submitted to the Condominium Office. These cards must be renewed every 60 days.

10. Solar Film - No mirrored solar films shall be placed on any windows.

11. Window Coverings - Unit window coverings must have a white side facing outward to preserve the uniformity of exterior appearance. Homesites must use drapes or blinds (sheets, paper, etc. are not acceptable).

C. OUTDOOR FURNISHINGS

1. Fun & Sun Pads – Paved patios located throughout the property may have no more than one wood picnic table, two lounge chairs and one BBQ. All items are available on a first come, first serve basis to all owners, tenants and their guests. Personal items may be used on the pads but cannot be left overnight.

2. Storage and Use

i. Only outdoor style furniture is to be used in or on any of the limited common elements.

ii. Outdoor or lawn furniture used in or on any of the common elements must not be left out overnight. Any furniture left in or any of the common elements over 24 hours will be removed at the Owner's expense.

iii. All furnishings must be secured in such a way that high winds will not cause damage or injury to any persons or property.

iv. **NO STORAGE OR ANY USE INCONSISTENT WITH THE PURPOSE OF A PORCH IS PERMITTED.** A porch is a space that allows for a person to comfortably pause before entering or after exiting a building. No interior furniture, washers, dryers, refrigerator/ freezers, microwaves, televisions, etc.

3. Unit Specific Requirements for Outdoor Furnishings

i. Vacation Condos - Screened Porches and Upper Balconies.

a. General. No furnishings shall impede ingress or egress to or from any Unit. Screen porches and balconies may not be used for storage. Unit owners must obtain a variance from the Board of Directors prior to installing any ceiling fans, tile, or carpet.

b. First Floor Porches and Second Floor End Units Porches

1. Furniture on first floor porches is limited to a table and four

(4) chairs OR one (1) loveseat, two (2) chairs, and one (1) small table and must be manufactured for outdoor use (plastic, metal, wicker, etc.).

2. Shades – Unit owners must obtain a variance from the Board of Directors prior to installing any shades. Only tan bamboo shades will be permitted. Shades must be for temporary sun blocking only and may not be in the down position all the time.

3. Plants - Potted plants may not impede doorways or ingress or egress to or from any Unit. See section B, # 8; Potted Plants above.

4. Screens - Only non-flammable screens are permitted on porches. Unit owners should contact the Condominium Office prior to replacing screens for guidelines.

c. Second Floor Internal Units Porches

1. Furniture is limited to one (1) table and two (2) chairs or loveseat and must be manufactured for outdoor use (plastic, metal, wicker, etc.).

2. Unit owners must obtain a variance from the Board of Directors prior to installing any ceiling fans.

3. Plants - all plants must be hanging in locked hangers or placed on the floor. Plants may not impede walkways or doors. See section B, # 8; Potted Plants above.

ii. Villa Condo – O Building - Porches

a. 01, 02, 03, 05, 07, 08 (large front porches)

These porches are subject to the same Rules and Regulations as the First Floor Porches and Second Floor End Units Porches in Vacation Condominiums.

b. 04, 06 (small upper balcony porches)

1. These porches are subject to the same rules as Second Floor Internal Unit Porches in Vacation Condominiums.

2. Screens – Only non-flammable screens are permitted on porches. Unit owners should contact the Condominium Office for guidelines.

c. 01,03,05,07 (back porches)

1. Allowed to have one detached exterior (not to exceed 4'- 0" high) patio style cabinet in neutral colors along one of three walls, and not fixed to any exterior walls.

2. All rules for the Vacation Condo porches apply including but not limited to, no interior furniture, washers, dryers, refrigerator/ freezers, microwaves, televisions, etc.

iii. Island Condos – Decks

Outside decks of Island Condos are limited common elements and shall be maintained by the Unit owner at his/her expense. Decks shall not be used for storage. Decks must be treated as necessary with preservatives and kept their natural color. No alterations may be made to any common partitions between the decks that result in damage to the structure (nails, screws, brackets, clamps, shelves, etc.).

Owners and long-term residents of Island Condo units may have one electric or gas BBQ grill and lava rock (no charcoal, wood or open flame grills) in good condition per unit. Grills must be covered with a fitted cover when not in use. When in use, grills must be attended at all times and used with extreme care and caution and adhere to all current Pasco County Fire Codes.

iv. Homesite – Porches

Porches may not be used for storage. Use must be consistent with the use of a porch (a space that allows for a person to comfortably pause before entering or after exiting a building) – No interior furniture, washers, dryers, refrigerator/ freezers, microwaves, televisions, etc.

D. Trash Disposal - Dumpsters shall not be used for the disposal of construction or landscaping debris (limbs/branches over 3 feet in length). Contractors must haul debris away for disposal. All garbage must be contained in securely tied trash bags. **NO HOUSEHOLD FURNITURE, CONSTRUCTION DEBRIS OR APPLIANCES ARE TO BE PLACED IN OR NEAR THE DUMPSTERS.**

E. OCCUPANCY AND LEASING RESTRICTIONS

1. PROCEDURES AND CRITERIA FOR APPROVAL AND DISAPPROVAL OF SALE, LEASING, AND OTHER TRANSFERS OF UNITS - In order to insure Paradise Lakes Resort Condominium and Paradise Lakes Individual Site Condominium remains a combined community of congenial residents who practice social nudism, and thus to protect the value of the Condominium properties and character of the community, the sale, leasing and transfer of Condominium Units by any Unit Owner shall be subject to the following provisions:

A. At least twenty (20) days prior to any sale, transfer or lease of any unit to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors, which notice shall include the following:

1. A fully completed and executed application form provided by the Association.
2. Payment of the application fee.
3. A photocopy of the purchase agreement, transfer agreement or lease.
4. The closing date for a sale/transfer or the lease commencement date for a lease.
5. The name and address of the person(s) to whom the proposed sale, transfer or lease is to be made.
6. Any such other information as may be reasonably required by the Board of Directors.

B. Within twenty (20) days after all information reasonably requested by the Board of Directors has been received, along with the application fee, the Board of Directors shall either approve or disapprove of a proposed sale, transfer or lease and shall notify the owner in writing of its decision. Failure of the Board of Directors to notify the owner within twenty (20) days shall be deemed approval.

C. Reasons for potential disapproval of a sale, transfer or lease include, without limitation:

1. A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.
2. A history evidencing actions which indicate a disregard for, or indifference concerning, rules and regulations associated with community living and/or social nudism.
3. Providing untimely, false, or incomplete information in connection with the application.
4. Delinquent monetary obligations owed to the Association.

D. Neither “sexual predators,” nor “sexual offenders,” as those terms are defined by the Florida Statutes, shall be permitted to occupy any unit, at any time, whether he or she is an owner, tenant or guest, for any period of time, regardless of whether an owner or approved lessee is also occupying such unit. Any sale, transfer, lease or conveyance made in violation of this provision shall be void, and the Association may institute suit to remove such individual from the condominium property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Association, is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual directors, or the Association, be liable to an owner, resident, tenant, guest or other persons on the premises for not conducting a criminal background check, nor for the failure to discover the criminal history of an occupant.

E. Disapproval. If a proposed sale, transfer or lease is disapproved by the Association, the unit owner shall be advised in writing and the sale, transfer or lease shall not be made.

F. The unit owner must provide the new purchaser or tenant a copy of the governing documents and any other disclosures required by the Florida Statutes.

G. The following additional provisions shall apply to approved lease:

1. The Association shall have the right to require that a substantially uniform lease be used by all unit owners, which lease shall be available from the Association office.
2. The owner(s) and tenant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant to comply with the governing documents of the condominium. If a lease addendum is not executed, the lease shall be deemed to include such provisions.
3. The owner shall not be relieved of any liability or responsibility under the terms of the governing documents by virtue of the existence of a lease, lease addendum or any of the foregoing provisions.

H. All unit owners, tenants, family members, agents and invitees shall be governed by and shall comply with the terms of this Resolution, the Association's governing documents, and any provision of the Florida Statutes as amended from time to time, and the provisions of all such documents shall be deemed to be incorporated herein. The Association may enforce the provisions of this Resolution by appropriate means, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of legal actions, and the levying of fines and/or suspension for any violations in accordance with the Florida Statutes, as amended from time to time. In any proceeding relating to the enforcement of the Resolution, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees from the non-prevailing party, including costs and fees incurred in pre-suit enforcement efforts, and on appeal.

2. Businesses in Condos and Home sites - All Units and Homesites are ZONED SINGLE FAMILY RESIDENCES. No visible business traffic or activities are allowed. No Unit or Homesite may be occupied or used for any commercial or business purpose. Telecommuting is not in violation of this rule.

3. Residency and Screening Fees

i. All persons wishing to become a resident are required to submit an application for residency to the Board of Directors. All new residents are charged a screening fee with the application. Any resident who has not resided on the property for twelve (12) months or more will be required to submit a new application with an additional screening fee. Anyone submitting an application for residency may be required to attend a face to face nude interview with at least two Board Members before residency application will be approved. All new residents will be given a Rules and Regulations booklet.

ii. All Unit Owners and Residents are required to update their information on their residency application when it changes.

iii. Annual vacationers will be required to update their application for residency at the office each year at the time of their arrival (no additional fees are required to re-register).

iv. Approval of residency may be rescinded by the Board of Directors for habitual rules violations.

4. Single Family Residence – A Single Family is defined by the Association as an individual or two (2) or more persons related by blood, marriage, adoption, or no more than (2) adults with their minor children living and cooking together as a single housekeeping unit. No Unit may be occupied or used for any commercial or business purpose, as defined in the Declaration. In addition, no unit, common element or limited common element may be used for an illegal purpose or enterprise of any kind. Townhouse units in Phase II, may rent out a portion of their space (i.e. Studio Unit) for residential use only. Owners who rent out their studios must comply with Pasco County Fire Code including, but not limited to, fire walls and interior doors, out-swinging exterior doors and sealed HVAC vents. No unit may be subdivided.

F. SALES

All sales are subject to the requirements of the Declaration. Prior to a sale in accordance with the Declaration, the Unit Owner must notify the Association, in writing, of the name and address of the person to whom the proposed sale is to be made. The potential purchaser shall complete and submit any and all forms reasonably required by the Association prior to the sale. The buyer is required to provide to the Condominium Manager an address where correspondence and other notices from the Association are to be sent to the new Unit Owner. There is a \$50 transfer fee on all sales payable to the Association.

G. LEASES

Prior to leasing a condominium unit, the Owner is required to notify the Association, in writing, of the name and address of the proposed tenant(s). The potential tenant shall complete and submit any and all forms reasonably required by the Association prior to the commencement of the lease. The tenant must provide a copy of the lease to the Condominium Manager prior to occupying the Unit. The Unit Owner shall provide their tenant(s) and rental agent(s) with a copy of the Association's Declaration of Condominium and these Rules and Regulations. There is a \$50 transfer fee on all new leases payable to the Association.

H. FINING

1. Pursuant to Fla. Stat. § 718.303, the Association may levy fines up to \$100 per violation per day against any Owner or tenant failing to comply with any provision of the Condominium Documents or these Rules and Regulations, including the failure of the Owner's tenant or guests to comply with the Condominium Documents.

2. The Board of Directors, through the Condo Manager, is charged with determining whether there is probable cause that any of the provisions of the Condominium Documents regarding the use of the Unit, Common Elements, Homesite or Association property are being or have been violated.

3. In appropriate cases, the Board of Directors may notify unit owners, tenants, or their guests of a violation and provide an opportunity for the violation to be corrected within a reasonable time.

4. If the violation has not been corrected, or in the case of a second violation, or a violation of a serious nature that the Board of Directors determines does not warrant an opportunity for the violator to correct it, the Board of Directors may refer the violating person(s) to an independent committee (the "Fining Committee") for the consideration of a fine determined by the Board of Directors. The Fining Committee shall not consist of members of the Board or any person who resides with an officer or director. The Fining Committee, after proper written notice by the Association to the party who is subject to the potential fine, may either agree to uphold the Board's fine or veto the fine.

5. Any violator will be responsible for interest, costs and attorneys' fees incurred in the collection of the fine, including costs and attorney's fees in connection with any correspondence or hearings. If any fine is not paid within ten (10) days from the date that the person(s) involved is notified that the fine is final and that payment is due, the Association will be entitled to proceed with further enforcement action as it deems appropriate.

I. PETS

1. All pets must be registered in the Condominium Office where the appropriate forms and guidelines are available. Proof of a current Pasco County License for all dogs over four months old and proof of a current rabies vaccine for all dogs and cats over four months old is required. Licenses must be worn at all times. No dog or cat is permitted to reside on the condominium property at any time, unless the dog or cat is registered with Pasco County Animal Services and is current on all shots and vaccines.

2. Owners are allowed a maximum of two (2) pets per unit. Renters are only allowed a maximum of one (1) pet per unit, with the unit owner's written consent. A non-refundable pet registration fee must be paid prior to residence approval.

3. No pet or animal that creates a nuisance or health hazard may be housed in a condominium unit or on the condominium property. A determination by the Board of Directors, in its sole discretion, that a pet or animal housed in a condominium unit or on the condominium property creates a nuisance or health hazard will be final and binding upon all interested parties, provided that notice and the opportunity for a hearing will be provided to the pet owner prior to a final decision by the Board on the removal of a pet. No potbellied pigs, insects, spiders, snakes, rodents, pit bulldogs, Rottweiler's, Doberman pinchers, or other restricted breeds are permitted on the property at any time. Refer to the office for a listing of restricted breeds as updated from time to time. Additional restrictions governing pets and related matters are set forth in the Declaration of Condominium.

4. Aggressive animals of any size or breed will not be permitted at any time.
5. Pet owners are encouraged to use the dog walk areas and are required to clean up after their pet(s) for sanitation/health purposes. Anyone not cleaning up after their pets will be subject to a fine of \$100 for each occurrence. All pets must be leashed (no more than 6 feet in length) when outside and must be accompanied by a person at all times.
6. Animals are not allowed to be caged on a porch. Outdoor feeding of any animal is strictly prohibited. No animal shall be permitted to roam freely. Animals roaming the grounds will be caught and taken to the animal shelter.
7. Common domestic pets defined as dogs, cats and birds (no chickens, hens, roosters, geese, ducks or guinea hens) shall be allowed so long as they do not create a nuisance or interfere with the rights of others.
8. No animals shall be bred on the Property. No animals shall be raised on the Property for commercial purposes of any kind.
9. Please report found or stray animals and all pet incidents to the Condominium Office immediately. Failure to comply with State, County, or Association rules concerning pets can subject the pet owner to fines and/or County enforcement.

J. GAME AND WILDLIFE

1. **Alligators** – Alligators are protected under Florida State law. Anyone feeding or molesting these animals in any way is subject to penalties set forth by the State of Florida and Pasco County. Violators are subject to fines and/or jail sentences. Violations may be reported by contacting the Condominium Manager.
2. **Wildlife** - Pasco County frequently has rabies alerts. Therefore, for the safety of all concerned, the feeding or molesting of any wildlife is strictly prohibited and enforceable under Florida State Law. Feeding or molesting of stray domestic animals is also strictly prohibited.

K. NOISE

1. Loud noises in units or on the common elements that disturb other persons are not permitted at any time. All occupants of units shall exercise extreme care in restricting the volume of any device or activity which may cause an annoyance to other residents, such as radios, TVs, musical instruments, amplifiers and hot tubs.
2. **Quiet Hours** – Quiet hours are from 11:00 pm to 8:00 am except weekends. Weekend quiet hours are from 11:00 pm Saturday to 10:00 am Sunday.
3. **Construction Noise** – As a courtesy to neighbors, all construction and renovation activity shall be limited to Monday through Saturday from 8:00 am to 6:00 pm. No construction or renovation work is allowed on Sundays and federal holidays. Such work must also be concluded

by 4:00 pm on the eve of federal holidays. For the purpose of this rule, "construction and renovation work" shall mean, any construction or renovation work which creates noise beyond that which is transmitted by ordinary unit use and occupancy (voice, radio, television and similar sounds), or which involves the use of hammers, saws, or similar construction equipment, including, but not limited to, equipment and tools which operate with electrical or mechanical motors or compressed air tanks. For the purpose of this rule, "federal holidays" are as follows: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

L. NUDISM

The Association was founded in 1981 as a **NUDIST COMMUNITY**. Its governing documents state, "..., all unit owners and occupants shall be required to practice social nudism while on the condominium property and shall at all times behave in a manner consistent with the tenets of social nudism, ... The Association may from time to time promulgate rules and regulations relating to the practice of nudism on the condominium or development property and all unit owners, their guests, tenants, invitees, and lessees shall be required to adhere to such rules." The Association defines social nudism as the practice of engaging in normal daily activities and social interaction while nude. The Association incorporates the above clause from our governing documents as being a part of our rules and regulations.

It is not the intention of the Association to closely monitor the activities of Owners and occupants, but any person who habitually or obviously declines to practice social nudism whenever practical in our community is in violation of the Association governing documents, the Rules and Regulations, and the spirit and culture of our community, and may be subject to fines or suspensions or other legal action.

All owners/renters and occupants shall be members of AANR (American Association for Nude Recreation) or another recognized nudist organization that operates within a family friendly, non-sexualized context. Proof of membership in AANR or a similar organization shall be produced by Owners and occupants as required by the Association from time to time.

M. ALCOHOL AND DRUGS

No person shall use, possess, distribute, or sell any illegal drug or controlled substance on or within Condominium Property. Any such activities will be reported to the appropriate law enforcement agency. All occupants shall use discretion and moderation in the consumption of alcoholic beverages.

N. PROPERTY DAMAGE

1. A unit owner shall be liable to the Association for damage to any common elements caused by the unit owner(s), tenants or guest(s), contractors or vendors of the unit owner. Repairs completed by the Association will be at the expense of the Unit Owner.

2. Unit owners are also required to inspect all appliances, and all related hoses

and connections, on a regular basis in order to ensure that these are all in proper working order, and in order to prevent any leaks or other incidents which could cause damage to the condominium property. Any unit owner causing damage to any property in the Condominium by reason of the installation, operation, or failure or breakage of any item, appliance, lines, or equipment located in his Unit (including fixtures), regardless of whether the item or equipment is shown to have caused the damage as a result of the owner's failure to properly maintain the item or equipment, or failure to comply with the requirements of this section of the Declaration, shall be strictly liable to the owner of any other unit damaged, and to the Association as to the common elements or any unit components for which the Association is responsible, for all damages caused, without regard to the negligence or fault of the owner from whose unit the cause of the damage originated.

3. The unit owners are required to maintain the interior of the unit at all times in a manner which would prevent the development of mold, mildew, or similar toxic growth. In the event that mold or mildew or other health-impairing microbial growths occur in the unit, the condominium parcel owner shall take immediate action to remove the growths, and sterilize the unit, and the owner and/or occupant is to also immediately notify the Association. If mold or mildew or other growth causes damage to the portions of the unit which are maintained by the Association, or to common elements, or to any other unit, the costs of all repairs and remediation, other than that which is covered by such insurance as the Association may choose to obtain from time to time, will be borne by the Unit Owner of the Unit from which the mold originated, unless the owner can establish that the damage was caused by the negligent failure of the Association to maintain the common elements. Repairs to the common elements shall be made by the Association, and the cost will be assessed against the unit from which the mold or mildew originated. The assessment will be secured by a lien to the maximum extent allowed by law, and if a lien is allowed then the amount due will be collected in the same manner as any other assessment under this Declaration. In any event the unit owner will be responsible for all costs and attorneys' fees incurred by the Association in connection with the performance of any maintenance or corrective action needed, and in connection with the collection of any amounts owed by the unit owner pursuant to this section of the Declaration

O. VEHICULAR TRAFFIC AND PARKING

1. Bicycles, Tricycles, Scooters and Non-motorized Recreational Modes of Transportation

i. Use and Safety.

a. PEDESTRIANS ALWAYS HAVE THE RIGHT OF WAY.

b. All non-motorized vehicles must comply with all State and County laws relating to lights, reflectors and safety equipment, and must obey all State and County and local traffic laws.

c. The Association assumes no liability for damages to any person or property arising out of riding any non-motorized vehicles.

- d. ALL RIDERS RIDE AT THEIR OWN RISK.
 - e. NO RIDING ON SIDEWALKS IS PERMITTED FOR SAFETY REASONS. SIDEWALKS ARE FOR PEDESTRIANS USE ONLY.
 - f. Vehicles that place the operator lower than the height of a normal passenger car window are not permitted on any street, road or parking lot on the property unless such non-motorized vehicles are equipped with a safety flag visible above parked cars.
- ii. Parking
 - a. Bikes must be parked only in the bike racks provided.
 - b. Inoperable and/or illegally parked bikes, scooters, tricycles, etc. will be removed.

2. Golf Cart Operation

- i. Liability
 - a. Owners and long term residents of Buildings A through V are allowed a maximum of two (2) golf carts per unit. Homesite owners are allowed a maximum of four (4) golf carts per lot as long as they are parked on your private lot.
 - b. Owners of golf carts driven on Paradise Lakes Condominium property must have and maintain a minimum of \$100,000 liability insurance for each golf cart.
 - c. The Association assumes no liability for damages to any person or property caused by golf cart use and storage.
 - d. Golf carts must be registered at the Condominium Office for a nominal fee per cart. A decal will be issued to be displayed on the lower portion of the passenger side windshield.
- ii. Use and Safety
 - a. Individuals under 16 are not permitted to drive golf carts.
 - b. All drivers must obey all state, county and local traffic laws. A speed limit of 10 mph on the condominium property must be observed at all times.
 - c. All golf carts used at night must have, and use, working headlights and reflectors and /or taillights on the back
 - d. Golf carts are not permitted on grassy areas or sidewalks. The Condo

office may issue temporary sidewalk permits for legitimate needs such as moving large objects, etc. Disabled individuals who require access to a unit may be granted a reasonable accommodation for limited use of the sidewalks from car to Condo and Condo to car. Unless granted a variance for specific and limited purposes as outlined above, carts may be operated only on asphalt roads, parking lots and cart paths around the Island Condos.

e. Only electric or battery operated golf carts are permitted on the property. Gasoline operated golf carts are prohibited.

f. No extension cords are permitted to run on the ground across condominium sidewalks or walkways to charge a golf cart.

g. A golf cart charging area is located across the street from the mailboxes for the charging of golf carts by residents of Phases I and II.

h. Golf Carts cannot be used to advertise a business.

iii. **Parking-Golf Carts**

a. Persons parking golf carts in the congested areas are requested to use the designated golf cart parking areas whenever possible. It is recommended that if you have 2 carts, please use only one regular size parking spot.

b. In the Island Condos, storage or parking of golf carts is limited to one golf cart per cart park area. Carts shall be completely parked on the cart parking pad.

3. Commercial or Recreational Vehicles – Parking. No vehicles shall be parked on the common element except in designated parking areas. Vehicles such as vans and small trucks are permitted in designated parking areas, if they require only one parking space. No vehicles may be parked on the Condominium property that exceeds measurements of 8'-0" wide x 20'-0" long x 7'-6" high. No vehicle may be used as a domicile (living space) or for sleeping while on Condominium property. All vehicles must have a current license and registration in any State, Province or Country and must be operational or be subject to towing after 72 hours. The Association, through its Condo Manager, is permitted to tow at the owner's expense such vehicles in violation of these restrictions. Recreational vehicles (campers, motor homes and travel trailers) may be parked in specified areas by permit only. Permits are issued for a period of 24 hours for loading and unloading. Permits may be obtained from the Condo Office during office hours. Vehicles parked without proper permitting, or not in compliance with the rules for parking vehicles are subject to removal (towing) from Association property at the owner's expense.

4. Passenger Vehicles, including Motorcycles

i. **Liability**

a. Owners of vehicles, including motorcycles, driven on Paradise Lakes Condominium property must have and maintain liability insurance for each

vehicle, including motorcycles.

- b. The Association assumes no liability for damages to any person or property arising out of the use of any vehicle on its property.
- c. ALL VEHICLE OPERATORS DRIVE AT THEIR OWN RISK.

ii. Use and Safety

- a. A speed limit of 10 mph on the condominium property must be observed at all times. Speeding and failure to stop at stop signs may result in fines.
- b. Drivers must obey all state, county and local traffic laws.
- c. Vehicles, including motorcycles, are not permitted on grassy areas or sidewalks and may be operated only on asphalt roads and parking lots.

iii. Parking

- a. No vehicles, including motorcycles, may be parked on the common elements except in designated parking areas.
- b. Vehicles, including motorcycles, may not be parked on the roadways.
- c. All vehicles, including motorcycles, are required to pull into the parking spots rather than backing in to avoid spewing potentially dangerous fumes into the units and to ensure the license plate is visible.
- d. No vehicle, including motorcycles, may be used as a domicile (living space) or for sleeping while on Condominium property.
- e. Residents leaving a vehicle, including a motorcycle, unattended for 30 days or more are required to inform the Condominium Manager and to let the Condominium Manager know the location of the vehicles keys in case they are required for an emergency. Failure to comply may result in towing at the owners' expense.
- f. All vehicles, including motorcycles, must have a current license tag and registration in any State, Province or Country and must be operational. Failure to comply may result in towing at the owners' expense.
- g. The Association shall have the authority to have any vehicle or motorcycle alarm disabled after a reasonable length of time (5 minutes) should such car alarm be sounding off continuously. The disabling of an alarm system and reinstatement of such disablement shall be at the vehicle or motorcycle owner's expense. In the event the Association is unable to disable a sounding vehicle alarm, the Association may tow the vehicle from Condominium property at the vehicle or

motorcycle owner's expense.

h. Handicap Parking Spots

- To use the spot, you must display your handicap placard or plate on your vehicle.
- You may assist a handicap person and use the spot for no more than 30 minutes without a handicap placard or plate.
- Handicap spots are to be actively used. No covered vehicles will be allowed to remain in the spot.
- Handicap spots may not be reserved using a golf cart, or any other object such as a cone, walker, etc. Any objects left in a handicap spot will be removed by the Association.
- Do not block access to the handicap parking spots.
- **There will be immediate towing for violations of these handicap parking rules. If a vehicle is removed from a handicap parking spot, the cost of the removal is born by the vehicle owner.**

iv. Storage – Vehicles, including motorcycles, may not be used for visible storage. No hazardous, flammable or explosive items are to be stored in or on any vehicles, at any time.

v. Vehicle/Motorcycle Covers – only covers designed specifically for vehicles and motorcycles may be used. They must be solid in color, securely fastened and in good condition. Motorcycle storage tents, commonly known as Cycle Shells, are not permitted.

vi. Vehicle and Motorcycle Repairs – Only emergency repairs may be performed on common elements.

vii. Vehicle and Motorcycle Washing – Vehicle washing, including motorcycles, shall be permitted in Association parking lots. Residents are required to comply with any applicable water restrictions and should avoid wasting water by allowing the hose to run continuously. A nozzle must be used. Cleaning products may not be left in parking lots.

P. GATE ACCESS - Owners and registered residents may purchase a gate opening programmed electronic device at the Condominium Office for a nominal fee. This device is to be used **ONLY** by the person(s) to whom it is issued. Improper use or loaning of a device may result in loss of the device or having that device de-programmed, fines, suspensions and other legal action.

Q. PROPERTY USE AND SAFETY

1. **Fire Hazards** – Fire pits, chimineas, fryers, fireworks and portable propane heaters are strictly prohibited.

2. **BBQs**

- a. Propane tanks or grills must not be used or stored inside any unit, on screened porches, in closets or on balconies.
- b. Anyone using a grill is required to have a fire extinguisher in good working order and readily accessible.
- c. BBQ grills are to be used on paved surfaces the sidewalks only and are not to be used on grassy areas.
- d. BBQ grills used on common element must be removed and stored in the approved storage building by D Building after each use.
- e. **NO** cooking is allowed in the storage building or on porches and balconies of the vacation condos.
- f. Grills left on the common element, when not in use will be removed. One grill per Sun and Fun pad is allowed to remain and may be used by all residents.
- g. Use of BBQs shall be in compliance with current Pasco County Fire Codes.

3. **Drones** – Drones are strictly prohibited on PLCA grounds or in its airspace.

4. **Hot Tubs** – Hot tubs are not to be drained into any lake or waterway in accordance with the rules of the Environmental Protection Agency. All residents shall use care in their use of unit hot tubs so that the noise from such use does not disturb others.

5. **Nuisances** – As set forth in the Condominium Documents, no Owner or occupant shall commit or permit any nuisance, illegal or disruptive acts in his/her Unit or on the Property. Interpretation lies solely on the Board of Directors.

A “nuisance” shall be defined as any unreasonable, unwarranted, or unlawful use of any portion of the condominium property (including conduct that may be entirely contained within a unit) in a manner that interferes with the enjoyment, comfort, or use of the condominium property by another resident.

Examples of nuisances shall include, without limitation, any of the following:

- a. Unreasonable and/or excessive noise, specifically including noises that occur between the hours of 11:00 pm to 8:00 am, Monday through Saturday and 11:00 pm to 10:00 am on Sundays.
- b. Excessive smoking (including cigarettes, marijuana, electronic cigarettes, vapes, etc.)
- c. Strong odors and/or noxious gases
- d. Vibrations
- e. Excessive light

- f. Unreasonable and/or continual animal noises such as barking, howling, squawking, etc.
- g. Failure to pick up and dispose of animal waste
- h. Unclean conditions such as garbage or debris in or around a unit or limited common elements.
- i. Conduct requiring police intervention.
- j. Any other conduct, regardless of whether or not such conduct is identified herein, that results in more than one complaint from other residents in the community.

Upon receipt of a complaint regarding an alleged nuisance as defined herein, the Board of Directors shall have the sole discretion to determine if the alleged conduct does, in fact, constitute a nuisance. If the Board of Directors determines that a violation of the Association's nuisance restrictions has occurred, such violation will be treated in the same manner as any other violation of the Association's governing documents, and the owner/resident causing the nuisance shall be subject to all available remedies including, but without limitation, the imposition of fines, suspensions and further legal action as may be required to abate such nuisance.

6. Photography

- a. NO photography or video is permitted without prior permission of all subjects and the Condominium Office. ALWAYS ASK FIRST.
- b. Authorized members of the Community Watch may, in the course of watch activities, take photos of violations. Such photos shall be immediately turned over to the CAM for proper recording. No copies of such photos shall be maintained by anyone other than the CAM. Such photos shall contain no nudity unless it is absolutely essential in depicting the violation, in which case all genitalia will be redacted immediately by the CAM.

7. Picnic Tables - Tables placed on or in any Common Element (including Sun and Fun Pads) are considered common property available to all Association members and their guests on a "first come-first serve" basis. Residents must use common courtesy in the sharing and use of tables.

8. Smoke Detectors

- a. All unit owners are required to install smoke detectors within their respective condominium units.
- b. The responsibility and cost of installation, maintenance and repair of smoke detectors shall be borne by the unit owners.
- c. The manner of installation shall be in accordance with all applicable Codes and Ordinances, including but without limitation the Florida Fire Prevention Code and the National Life Safety Code.

- d. Unit owners must provide the Association with evidence of installed and operational smoke detectors in their units at least annually. The Association shall have the right to inspect a unit, upon reasonable notice to the owner, to confirm that the smoke detector is installed and operation.
- e. Upon the failure of a unit owner to install the required smoke detector, the Association may, in its sole discretion, install a smoke detector in the unit, and the cost of such installation may be collected in the same manner as an assessment.

9. Smoking Restrictions

- a. Smoking shall be prohibited on the common elements and limited common elements, which include porches, balconies, stairwells and lanais.
- b. Smoking is only permitted within the boundaries of the individual units and in any outdoor smoking areas that may be designated by the Board of Directors from time to time (if any). Refer to the office for a listing of designated smoking areas as updated from time to time.
- c. The term SMOKING shall include the burning, inhaling, exhaling, breathing, carrying or otherwise handling, controlling or possessing any lit or smoldering product in any form of cigarette, cigar, cigarillo, pipe, electronic cigarette, hookah or other similar heated or lit product.

10. Storage

- i. No items (except one (1) golf cart per Island Condo cart parking space), unless otherwise specified in this document, may be stored on the common elements.
- ii. No hazardous, flammable or explosive items are to be stored at any time.
- iii. Items left on common elements for more than 24 hours may be picked up by the Association and discarded

11. Swimming and Wading – Swimming and wading is not permitted in ponds or natural waterways.

12. Weapons - WEAPONS, INCLUDING, BUT NOT LIMITED TO, FIREARMS, BB GUNS, HANDGUNS, RIFLES, SHOTGUNS, BOW AND ARROWS, CROSSBOWS, OR OTHER WEAPONS OF ANY KIND, ARE NOT PERMITTED ON COMMON ELEMENTS OR LIMITED COMMON ELEMENTS. Weapons may be transported only directly between the residence and the vehicle of the person carrying the weapon. All weapons on Property shall be legal based upon State, Federal and local laws. All persons carrying weapons shall be duly licensed, if applicable. No person shall handle, display or point a weapon, actual or simulated and whether or not any kind of projectile is capable of being fired, in such a manner as to cause a reasonable person viewing such action to be menaced or alarmed.

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PARADISE LAKES CONDOMINIUM ASSOCIATION
“WELCOME TO PARADISE LAKES”
“TOP 10” RULES – A VISITOR’S GUIDE

(See THE RULES & REGULATIONS HANDBOOK for a full list of Rules & Regulations.)

1. PARADISE LAKES IS A NUDIST RESORT. OWNERS, RENTERS AND OCCUPANTS ARE EXPECTED TO PRACTICE SOCIAL NUDISM AND SHALL AT ALL TIMES BEHAVE IN A MANNER CONSISTENT WITH THE PRINCIPLES OF SOCIAL NUDISM, INCLUDING THE RIGHT OF PRIVACY OF OTHER RESIDENTS AND GUESTS.

2. SIDEWALKS. SIDEWALKS ARE FOR PEDESTRIAN USE ONLY. NO MOTORCYCLES, BICYCLES OR GOLF CARTS ALLOWED ON SIDEWALKS. Golf Carts are permitted on the Island Condos sidewalks. Contact the Condominium Office if you need to move large objects to your unit.

3. BICYCLES. BICYCLES MUST BE STORED IN BIKE RACKS OR INSIDE YOUR UNIT.

4. PETS. ALL PETS MUST BE ON A 6 FOOT LEASH WHEN NOT IN YOUR UNIT. Pet owners are encouraged to use designated dog walk areas. PET OWNERS ARE REQUIRED TO CLEAN UP AFTER THEIR PETS. The dog walk areas are currently located near the wooded area behind the dumpster at the end of “P” bldg., and on the North side of the wall entrance to Phase 3 (Paradise Village).

5. NO FEEDING WILDLIFE. THIS IS A SERIOUS PROBLEM AND THE POTENTIAL DANGER OF RABIES IN THIS COUNTY IS REAL. Animals survive quite nicely without our help.

6. NO NOISE SHOULD DISTURB OTHER RESIDENTS. This includes pets. QUIET HOURS ARE FROM 11 P.M. TO 8 A.M. except for Sunday until 10 am.

7. NO PHOTOGRAPHY OR VIDEO RECORDING ON THE GROUNDS UNLESS PERMISSION HAS BEEN GRANTED BY THE SUBJECTS AND THE CONDOMINIUM OFFICE.

8. NO ILLEGAL DRUGS. PARADISE LAKES MAINTAINS A ZERO TOLERANCE DRUG POLICY.

9. NO BARBECUES ON THE PORCH. Use paved surfaces only.

10. NO STORAGE ON PORCHES. ALL OWNERS, RENTERS AND GUESTS WILL BE RESPONSIBLE FOR THE NEAT APPEARANCE OF THEIR PREMISES.

The Condominium Office is currently located in UNIT Q-01. The Condominium Manager may be reached at 813-948-6411. After-hours and emergency phone numbers are posted by the office door and on the Mailbox Bulletin Board.