



HOLLYWOOD GARDENS

Condominium Association

RULES & REGULATIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Act, Rules and Regulations shall be subject to, and agree to abide by, the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

- 1. MAINTENANCE PAYMENTS** are due and owing to the Condominium Association on the first of the month but must be received at the office no later than the tenth of the month it is due. If you have your maintenance paid by your bank, it is your responsibility to make sure they send the payment in a timely manner. Any unit owner who is in arrears to the point where the Association determines that the account is to be turned over to the attorney for collection must allow their renter to pay the monthly rent up and until the overdue balance is paid in full. All leases must contain this provision, or the lease will not be approved by the Association. **MEMO AREA OF THE CHECK – MUST HAVE THE FULL ADDRESS INCLUDING THE BLDG # AND ALPH UNIT I.D.; EXAMPLE 10D, 9B,** and alike. Additionally, add the purpose of the check; i.e., Maintenance, Special Assessment, Application Fee, and alike. This will ensure more efficient credit to your account.
 - a. Please keep in mind; any and all expenses that are incurred by the Association are paid for by your Maintenance fee. Keep expenses down by following the Rules and Regulations. Plumbing clogs and Water consumption are two heavy areas we can all contribute to control.
- 2.** No unit shall be used for any purpose other than as a private single-family residence or dwelling for the respective unit owner, the members of their family, and their social guests.
- 3.** Keys — Unit Keys, Pool and mailbox keys as well as pool tags must be delivered to their tenant by the Unit Owners. We do not keep keys at the office. Lost pool keys and tags cost \$50.00 each to replace. EMAIL the office with a copy of your government-issued ID with a request for a new key and/or tag. Drop off your check in the Association's mailbox, and upon clearance of funds, a new key will be made for you. You will be notified via email when to pick up the key and/or tag.
- 4.** All unit owners shall keep and maintain the interior of their respective units and the fixtures and equipment therein in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside the owners' apartments.
- 5.** Unit owners may improve their fenced yard gardens by the planting of shrubs, bushes, and trees and by the installation of rock gardens, terraces, and other appurtenances. No improvement made by an individual owner shall be such that it encroaches on the fenced



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yard garden of an adjoining owner. All unit owners shall keep and maintain their respective fenced yard gardens and terraces in a clean and sightly condition and will be responsible for the maintaining of all shrubbery planted by them, tree trimming, together with all improvements such as rock gardens and other such improvements identified with fenced yard gardens, including all edging and trimming. Trees cannot be planted within five feet of the fence in backyard gardens.

- 6.** No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design, and approved by the Board of Directors. This includes the fence, windows front or back, front doors, and front porches.
- 7.** Unit owners shall be permitted to keep pets, including birds, such as canaries or parakeets; fish, such as goldfish and tropical varieties; cats and dogs. Owners shall take such precautions as are necessary to ensure that no such pets disturb or annoy other occupants of the buildings. No such pets shall be raised for commercial purposes, and no more than two dogs or two cats may be kept at any time by an owner. No cat or dog shall be permitted outside the owner's unit except when leashed and accompanied by the owner. Each owner shall be responsible for the actions of their pet and for policing the grounds thereafter. Owners of pets determined by the Board of Directors to be a nuisance agree to remove them from the premises upon demand. Owners of pets agree to pay for any damage done by their pets to the common elements or the property or person of others and shall be legally liable therefore. No pets shall be permitted in the recreational area.
 - a. Pets ***must not be more than thirty pounds*** at maturity. Any owner with pets that do not meet these requirements will be obligated to remove them from the premises.
 - b. No more than two pets permitted for each unit.
 - c. You must provide proof that all shots are current and supply yearly updated proof upon request by the Association.
 - d. Cats and dogs must be kept indoors or leashed whenever outside.
 - e. Do not leave pets in the backyard area when you are away from home. Fine for the first offense is \$100.00 per day, and the animal will have to be removed from the Condominium premises.
 - f. All unit owners are responsible for cleaning up after their pets. A \$100.00 fine will be issued for each instance where pet waste is not properly cleaned up.
- 8.** ALTERATIONS - Unit owners, their families, guests, invitees, or lessees shall in no way deface or make any alteration, repair or replacement, or change in or to the common elements or limited common elements, and shall be liable for damages therefore.
 - a. No unit owners shall enclose terraces or fenced yard gardens, except upon an affirmative vote of 75% of the entire membership electing to permit same to be enclosed and then same shall only be enclosed in conformity with a common



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plan to be approved by the Directors so that all enclosures shall be uniform in appearance.

- b. Any work must be approved by the Board of Directors and performed by licensed AND insured contractors working with a City of Hollywood permit. Any additions or alterations, even with written Board approval, become the responsibility of the unit owner. Our insurance policy only covers the unit in its original construction form. Any problems with those additions or alterations become the sole responsibility of the unit owner or any future owner.
- 9.** All common walkways and common areas shall be kept free for their intended use by the unit owners in common and shall in no event be appropriated for individual use by the individual unit owners, either on a temporary or permanent basis. Painting or tiling of common-element walkways is strictly prohibited.
- 10.** No clothing, bedding, or other similar items shall be dried or aired in any outdoor area.
- 11.** No television antennas shall be affixed to or placed on any of the common elements or limited common elements of the Condominium.
- 12.** All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions, and amplifiers, that may tend to disturb other occupants.
- 13.** No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 p.m. and the following 9:00 a.m., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 6:00 p.m. and the following 9:00 a.m.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.
- 14.** Unit owners and approved lessees of unit owners shall exercise reasonable parental control and supervision over their children in order to prevent acts of vandalism and damage to the common areas and in order to minimize noise and inconvenience to others. Unit Owners are solely responsible for their Tenants and/or guest behavior, violations, and alike, including all fines and reasonable legal fees.
- 15.** No three-bedroom unit in the Condominium shall be occupied by more than six individuals, and no four-bedroom unit shall be occupied at any time by more than eight individuals.
- 16.** Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period; provided that at no time shall any three-bedroom unit be occupied by more than six individuals, nor any four-bedroom unit by more than eight individuals. The six-month period shall commence on the date of filing of this Declaration.



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- 17.** Unit owners, their guests, and invitees agree to use the common recreational area, building, and facilities, only in accordance with the rules and regulations promulgated from time to time by the Directors of the Association for the use thereof. The rules and regulations shall apply equally to all unit owners and be designed in such a manner as to afford the maximum use, benefit, and enjoyment of the recreational area and facilities by the respective unit owners, their guests, and invitees.
- a. Recreation Room — Rental is available for residence use ONLY. Unit Owners must accept financial responsibility (including the “cleaning & repair” deposit) for tenants using any and all recreational facilities. If you wish to rent the room, EMAIL the office for an application and information. All monies due to the Association must be current in order to rent the facility.
 - b. The area between the pool and the office is not to be taken over by ANY owner for the purpose of having a PRIVATE PARTY. This area is designated as a place for anyone using the pool to eat snacks and is not to be used as a private area.
 - c. A \$500.00 “cleaning & repair” deposit will be required and returned to the Unit Owner provided there are no damages and cleaned well.
- 18.** SIGNS of any kind are not permitted on the inside or outside windows or on the common Grounds.
- 19.** BROKEN WINDOWS OR DOOR LIGHTS must be repaired as quickly as possible.
- 20.** CATS AND DOGS are required, by the City of Hollywood, to be on leashes when walked. Please walk your animals away from the common areas or take a scooper with you. Also, animals cannot be left in backyards causing noise disturbances. Pet owners must provide proof that all shots are current and supply a yearly updated proof upon request by the Association. You must clean up your pets’ feces.
- 21.** BROKEN SPRINKLERS must be reported to the office immediately so repairs can be made.
- 22.** GARBAGE is picked up on Tuesday, and recycling is picked up on Friday. You may put your garbage/recycle bin out the night before pickup, and we ask that you bring in your trash cans as soon as possible. Please be aware that garbage cans must be concealed from sight, either behind shrubs or in your backyard.
- a. No disposal of ANY debris on common or limited common property, including clippings, wood, boxes, Christmas trees, construction debris, etc. There will be a \$100.00 fine per day assessed to the owner of any unit where debris is found.
 - b. All garbage or trash shall be placed in the disposal installation bins provided for such purposes by the Association.
- 23.** SMOKE ALARM batteries must be replaced yearly. Reminder notices will be sent in January. This is required by insurance and local government.
- 24.** WATER LEAKS inside your unit must be repaired immediately. The water bills have been extremely high and have caused a substantial increase in the maintenance fees.



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Because of the high cost of water usage, CAR WASHING IS COMPLETELY PROHIBITED anywhere within the confines of the Association property, including parking lots and grassy areas, unless you hire a car washing service that uses its own water. There will be an immediate fine of \$100.00 for each infraction.

- 25.** PARKING - Owners may ONLY use their assigned spaces. Guest parking is on the street. Make sure your guests DO NOT park their cars in any of the parking lots. It is your responsibility to know where your guests are parking. There will be a charge of \$100.00 for each occurrence. Any other vehicles MUST be parked on the street.
- a. No parking or driving on common areas AT ANY TIME. There will be an automatic fine for this infraction, and owners will be charged for any damage to the sprinkler systems or the grass. This applies to guests or contractors working for a resident.
 - b. Anyone found tampering with or removing sprinkler heads will be fined \$100.00 for each Infraction. If there is a problem of any kind regarding sprinklers, please EMAIL the office immediately, and we will rectify the situation.
- 26.** HOSE FAUCETS should be checked for leaks. Email the office if you discover an outside faucet leak, and we will have it repaired at once. Be sure your children are tall enough and old enough to use the key. If they jump and swing on the gate and break the lock, you will be held liable, and the cost of repair will be charged to you.
- 27.** THE POOL AREA is for everyone to enjoy. If you see anyone jumping on the fences or chairs, using glass bottles, eating, putting cigarette butts on the deck, or any other action that seems inappropriate, please EMAIL the office with the names of the violators. Fines will be issued to the offenders.
- a. Do not slam the pool gate. Prolonged abuse will break the lock.
 - b. You are only allowed a maximum of four guests PER UNIT PER DAY at the pool area without prior written permission from the Association. Failure to abide by this may result in asking EXCESS guests to leave the area.
 - c. NO ANIMALS are allowed in the pool area at any time.
- 28.** THE AREA BETWEEN THE POOL AND THE OFFICE may not be taken over by ANY owner for the purpose of having a PRIVATE PARTY. This area is designated as a place for anyone using the pool to eat snacks and is not to be used as a "Private Catered" event. Noncompliance will result in a fine of \$100.00 for each infraction. ALL OUTSIDE LIGHTS should be kept on at night for your safety. If the electricity to your lights is not working, please have it repaired. If your post light is still connected to your inside switch, please have an electrician disconnect it, as this light works on a sensor.
- 29.** If a CITY STREET LIGHT is not working, please call Public Works at 954-921-3426 to report the malfunction.



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30. LEASES Any owner who wishes to rent their unit must apply to the City of Hollywood for a business license. EMAIL the office when you have made this City application, and provide proof that this was done. EMAIL and request an HGC Occupancy application & instructions.

- a. APPROVAL PROCESS - No unit owner, under any circumstances, may permit anyone to occupy their unit if the owner is not residing in that unit at that time without written approval from the Board.
- b. In the event that the above is not adhered to in strict compliance and any present owner sells or leases and allows the applicant to physically occupy the unit before approval, there will be both a fine levied against the unit owner and the occupant MUST BE EVICTED from the premises All legal fees will be borne by the owner. The fine will be \$100.00 per day for each and every day or any part of a day that the unit is occupied without Board approval.
- c. Overdue Fees due to the Association – If regular maintenance fees and/or any special assessment, including late fees and fines are overdue, they will be due and payable before a lease is approved.
- d. Any owner who allows tenants to reside in a unit beyond the lease period without approval is subject to the above-referenced fine and Tenant eviction.
- e. All leases are for one year only. If a tenant vacates before the lease ends, the owner will be unable to re-lease until the lease term ends.
- f. Any unit owner who becomes delinquent and the Association turns the account over to the Collection Attorney, the Tenant will be instructed to make all future Rental payments to the Association up and until the account has become current, in accordance with the Florida Statutes.

31. TOYS - Toys, bicycles, skateboards, etc., must not be left on common grounds. (These items will be confiscated after a warning.) Bounce houses and other rented recreational equipment are expressly prohibited from being used anywhere on common grounds.

32. SATELLITE DISH- They are permitted if they are installed on an independent post into the ground in your backyard area. They MAY NOT be affixed to the buildings or fences. SATELLITE UNIT MUST BE GROUNDED.

33. TREES - No tree-cutting of trees on the common grounds without written approval by the Board. Fines will be levied. Once trees are planted on common grounds, they become the property of the Association. Any trees in your backyard area are your responsibility to maintain. Please refrain from growing vines on fences and walls. There will be periodic inspections by the office, and if seen, a fine of \$100.00 per day will be placed against your unit until removed.

34. PLUMBING – DO NOT dispose of grease or oils in sinks and/or toilets. This WILL cause back-ups. DO NOT dispose of items like pampers, paper towels, baby wipes, facial



wipes, or “disposable” wipes of any kind in the toilet. If these actions require the need to unclog the sewer line, the unit owner will be responsible for the cost. If it cannot be determined which unit in the building is causing the problem, all unit owners in that building will be charged their share of the expense.

- 35. VIOLATIONS COMMITTEE** – A violations committee will commence. As violations are acknowledged, you will receive a violation notice giving you 14 days to come before the ‘Violations Committee’ (via Zoom) at which time you may express your opinion. Do understand, the Violations committee is the sole entity that will recommend to the Board the amount of the fine. Fines may start at \$100 and continue up to and until the violation is cured, yet not to exceed \$1,000 per instance.

By living in this community, you acknowledge and agree to these Rules and Regulations.