



## Association Rules & Neighborhood **HANDBOOK**



### **PARADISE ESTATES SUBDIVISION**

DEDEDO, GUAM 96929

[www.paradiseestateshoa.com](http://www.paradiseestateshoa.com)

[pehoa@homerep.net](mailto:pehoa@homerep.net)

Management Office: 1-671-646-7746

841 S. Marine Corps Drive Ste. 103 Tamuning, Guam 96913



## **INTRODUCTION**

This handbook provides an outline of the Association Rules for Paradise Estates Subdivision. These Association Rules may be amended from time to time by the Board of Directors based on the need to maintain a safe, clean, and comfortable environment for the owners, residents, and their respective guests living at, or visiting Paradise Estates. The handbook includes other useful information that all owners, residents, and guests should know.

Owners, residents, and their guests acknowledge that the Association Rules are developed to supplement the rights and obligations of owners, residents, and their respective guests as outlined in the Declaration of Covenants, Conditions and Restrictions and the Association's Bylaws.

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The Declaration of Covenants, Conditions and Restrictions for Paradise Estates, a 381-unit residential subdivision, was made effective on the 1<sup>st</sup> day of January 2005, by Tonko Reyes, Inc. a Guam Corporation ("Declarant"), and was recorded in the Department of Land Management on January 25, 2005, under Document #703231.

The term of the Declaration and all covenants, conditions, restrictions, and easements contained herein shall run until December 31, 2054, unless amended as hereafter provided. After December 31, 2054, said covenants, conditions, restrictions, and easements shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least eighty percent (80%) of the Lots covered by this Declaration and such written instruments is recorded with the Office of the Recorder, Department of Land Management, Government of Guam.

**The following is provided as a summary of key sections of the CCR's. All owners should become familiar with the entire document and its various sections. Complete CCR's and amendments available on HOA website**

### **Article I. Section 1.2: Purpose of Declaration**

The purpose of this Declaration is to subject the Paradise Property to the Restrictions to (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Paradise Property by Declarant and all other persons or entities who may subsequently acquire an interest in the Paradise Property and (iii) create a residential single family development of high quality pursuant to a common architectural theme with public roads and street areas, and recreational areas.

### **Article IV. Section 4.1: Use**

Each Lot shall be used exclusively for detached single-family residential purposes and such uses as are customarily incidental thereto. As used herein and elsewhere in this Declaration, "residential" shall mean the use of the Improvements on a Lot for living accommodations by not more than two (2) unrelated persons, excluding guest of the principal occupant(s), which guest may reside therein on a temporary basis. No trailer or other vehicle, tent, shack, garage, accessory building or out-building shall be used as a temporary or permanent residence. Each Owner shall use, operate, maintain and repair such Owner's Lot in accordance with all applicable, federal and local laws, rules, regulations and ordinances, and shall not otherwise commit or allow any waste to occur in the Common Area, Maintenance Area, any Lot or any Dwelling Unit.

### **Article IV. Section 4.3: Approval of Use and Plans**

No Improvements (including fences), signs or other structure shall be built, erected, placed or materially altered on the Paradise Property unless and until the building plans specifications and plot plan have been reviewed and approved in writing by the Design Committee. The scope of the Design Committee's review and approval may include, without limitation, type, pitch and roof covering materials, lighting requirements, topography, finish ground elevations, architectural symmetry, landscaping, drainage, color, material design, physical or aesthetic impacts on Common Areas, and artistic conformity to the terrain and the other Improvement on the Paradise Property. This Declaration is not intended to serve as authority for the Design Committee to control the interior layout or design of Dwelling Units except to the extent incidentally necessitated by use and size restrictions. Notwithstanding the foregoing restriction on landscaping, each Owner shall have the right to plant any grass, shrubs, flowers, trees, or vegetables, and the like on such owner's Lot which the Owner may desire except as may otherwise constitute a nuisance or violate applicable law.

### **Article IV: Section 4.5: Antennae**

All exterior radio, antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Guidelines or as otherwise required to ensure the safety or the resident of the Project, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance, or use of the antennae, or preclude the reception on an acceptable quality

signal. No antennae may be installed until after an Owner has received Architectural Committee approval for construction of Improvement on the Owner's lot.

#### **Article IV: Section 4.6: Animals**

No animals (which term includes livestock, domestic animals, poultry, reptiles, chickens, roosters, pigs, dogs, and any other living creature of any kind) shall be raised, bred or kept in or on any Dwelling Unit, Lot or the Common Area, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided however, this provision shall not prohibit Owners from having no more than two (2) domestic dogs, two (2) domestic cats, and domestic birds, fish, and similar household pets. The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise unreasonably disturbing the owners, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs, cats, and any other animal approved or allowed by the Board.

#### **Article IV: Section 4.11: Boats, Campers, and Other Vehicles**

The use of all vehicles, including but not limited to automobiles, trucks bicycles and motorcycles, shall be subject to Association rules and regulations, which may prohibit or limit the use thereof within the Paradise Property, provide parking regulations and other rules regulating the same. Without limiting the foregoing, trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times in an enclosed structure and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Paradise Property. No operative vehicle or equipment shall be parked or stored for a period of seventy-two (72) consecutive hours on any portion of a Lot between the front of a Dwelling Unit and the abutting public or private right-of-way. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles (hereafter "automobiles"). No other use of a garage which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed shall be permitted. The Owner shall provide sufficient garage space or other enclosed parking approved by the Design Committee for all automobiles used by the Owners and occupants of a Lot, which automobiles shall be kept within the garage, and the parking thereof in the driveway on the Lot or in a public or private right of-way within the Paradise Property, other than for temporary purposes (as determined by the Design Committee), is prohibited To the extent possible, garage doors shall remain closed at all times.

#### **Article IV: Section 4.12: Exterior Energy Devices**

No energy production device including, without limitation, generators of any kind and solar energy devices shall be constructed or maintained on any Lot without the prior written approval of the Architectural Committee.

#### **Article IV: Section 4.13: Nuisances**

No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Area, Maintenance Area or Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Owners or Persons. No rubbish or debris or any kind shall be placed or permitted to accumulate anywhere upon the Paradise Property, including the Common and Maintenance Area, and no odor shall be permitted to arise from any portion of the Paradise Property so as to render the Paradise Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Paradise Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Paradise Property so as to be to be offensive or detrimental to the Paradise Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any local law or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Design Committee), flashing lights or search lights, shall be located, used for placed on the Paradise Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Paradise Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans (see also Section 4.20 for specific rules on garbage cans), dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Paradise Property. In addition, no activities shall be conducted on the Paradise Property, and no Improvements shall be constructed on any Paradise Property which are or might be unsafe or hazardous to any person or property.

#### **Article IV: Section 4.16: Signs**

No signs of any kind shall be displayed on or from any portion of the Paradise Property, except those approved by the Architectural Committee, signs of Declarant or its representative, agents, employees or assigns, or signs required by law. Notwithstanding the foregoing, one "for sale/rent" sign may be displayed on the Owner's Lot for the sale of such Lot.

#### **Article V: Section 5.1: Exterior Maintenance**

Each Owner agrees to maintain all Improvements on the Owner's Lot in good condition and repair and no Improvement shall be permitted to fall into disrepair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe unsightly or unattractive condition, or damages property or facilities on or adjoining such Owner's Lot, the Association, upon thirty (30) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set for the herein. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all cost and

expenses incurred by the Association in taking such corrective acts, plus all cost legal or otherwise incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the opting of the Board, be added to the amounts payable by such Owner as Regular Assessments.

**Article X: Section 10.1: Covenant to Pay Assessments (As amended May 16, 2015)**

Each Owner hereby, and by acceptance of a deed to a Lot, or any Lot currently owned by the Declarant, its affiliates, or assigns as of the date of the First Amended Declaration\_covenants and agrees to pay when due all Assessments or charges made by the Association. All such Assessments, together with interest, costs and reasonable attorneys' which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessment shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner or the Declarant may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of such Owner's or Declarant's Lot.

**Article X: Section 10.2: Regular Assessments**

Regular Assessments shall be made by the Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the operation, maintenance, repair and replacement of the Private Roads, buildings and the Common Area and all easement areas, if any, owned or controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and / or sinking fund(s) for such purposes as deemed necessary and prudent by the Board.

**Article XI: Section 11.1: Enforcement of Assessments**

The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

## **Article XII: Section 12.3: Improvements Generally**

The Architectural Committee shall draft the Architectural Guidelines for the construction and reconstruction of all Improvements on the Paradise Property. No Improvements on any portion of the Paradise Property shall be constructed, reconstructed, placed or removed without the Architectural Committee's prior written consent, and without being in compliance with this Declaration and the Architectural Guidelines. The Architectural Guidelines shall be used and drafted by the Architectural Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Lot, height grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of the Paradise Property, and to encourage creative design, by providing general architectural, design and construction guidelines (including Lot guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. The Architectural Guidelines shall be drafted to conform to this Declaration, the Articles or Bylaws, as the case may be, shall govern. The content of the Architectural Guidelines may be modified and amended from time to time as provided in the Architectural Guidelines, and in all events can be modified and changed by a majority vote of the Board. Nothing contained in this Article XII limits any Owner's obligation and duty to ensure that the Owner's Lot development is in compliance with this Declaration, the Design Guidelines, any other applicable documents or applicable city and state laws.

**(NOTE: CCR Sections 12.1 to 12.9 further define the scope of authority and responsibility of the Architectural Review Committee and all owners should read those sections before contemplating improvements to their property that fall within the scope defined therein or as defined in Section 4.3 above.)**

**The following is provided as a summary of key sections of the By-Laws for Paradise Estates. Owners should become familiar with the entire document.**

### **BY-LAWS OF PARADISE ESTATES**

#### **§2.01: Community Interest**

The Property is subject to the provisions of Declaration, and shall be known as Paradise Estates (the "Project").

#### **§2.02: Applicability of Bylaws**

The provisions of these Bylaws are applicable to the Project and to the use and occupancy thereof. All present and future owners, mortgagees, lessees, and occupants of each and every lot or home or other interest in the property and their employees, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and the Association Rules. **§2.02.01: Acceptance of deed and acceptance of Bylaws**

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a home or other interest in the project or the use of any of the facilities of the Project shall constitute an

agreement that these Bylaws, the Association Rules and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

### **§3.01: Qualification**

All owners of lots located within the Project shall constitute the Association. The owner of any lot upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his membership in the Association shall automatically cease.

### **§3.09: Quorum (as amended October 5, 2013)**

“The members present, to include those represented by properly executed proxies at any properly noticed meeting shall constitute a quorum. All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.”

### **§3.10: Voting (as amended October 5, 2013)**

Each member shall be entitled to cast one vote for each lot owned by such member. If more than one person owns a lot, all such persons shall be deemed to be one member for voting purposes. All voting for Annual Homeowner’s Association Meetings shall be conducted via E-Vote through the internet. Voting instructions and all items up for vote at each Annual Homeowner’s Meeting shall be provided to each homeowner one week prior to the Annual Meeting. All homeowners will have one week to cast their vote on any and all items that require voting. No voting will take place at the Annual Homeowner’s Association Meeting. Results of any voting will be provided and discussed at the Annual Homeowner’s Meeting. All issues to be voted on shall be decided by a simple majority of those who cast a vote. A simple majority shall be defined as more than fifty (50%) percent of the members who vote on any issue.

### **§4.01: Board of Directors, Number and Qualifications (as amended October 5, 2013)**

The affairs of the Association shall be governed by the Board, composed of Seven (7) persons, each of whom shall be sole owner or co-owner of record of a lot in the Project. If a corporation is a lot owner, any officer of such corporation shall be eligible to serve as director so long as he remains as officer of such corporation.

### **§4.06: Term of Office of Directors (as amended October 5, 2013)**

Directors shall hold office for a period of two (2) years, except that the elected board members following the adoption of this section shall serve staggered terms with the three directors receiving the most votes serving for three (3) years, then the next two (2) directors who receive the most votes serving two years, and then the remaining directors serving one (1) year. Each director shall hold office until the annual meeting when his/her time expires and until his/her successor has been elected and qualified by the Homeowner’s Association. In the event of a tie in votes, the newly elected President of the Homeowner’s Association shall determine the initial terms for each respective board member who is tied with other board members.



### **§8.01: Assessments**

All assessments shall be made and collected in accordance with this section and the provisions of Section 8.02, infra. Each member shall be liable for a proportionate share of the common expenses. Within thirty (30) days prior to the annual meeting of the Association, the Board shall estimate the common expense and capital contributions for the following year. These estimated capital contributions and common expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly pro rata basis to the members.

#### **§8.01.02: No Exemptions**

No owner may exempt himself from liability for common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot.

### **§8.02: Collection of Assessments**

All common expense assessments shall be a separate, distinct, and personal liability of each owner of at the time each assessment is made. The Board shall have the rights and remedies in Declaration, and these Bylaws to enforce the collection of assessments for common expenses.

#### **§8.04.01: Residential Use**

All lots of the Project shall be used for the purposes indicated in the Declaration.

#### **§8.04.02: Common Elements used for Designed Purposes**

All common elements of the Project shall be used only for their respective purposes as designed.

#### **§8.04.03: No Blocking Common Elements**

No member or occupant shall place, store or maintain in the grounds or other common elements any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

#### **§8.04.04: Improvements kept clean**

Every member and occupant shall at all times keep any improvement on a lot in a strictly clean and sanitary condition and observe and perform all laws, ordinance rules and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to the use of the Project.

#### **§8.04.05: No Waste or Nuisance**

No member or occupant shall make or suffer any stripping or waste or unlawful, improper or offensive use of his lot or the project no alter or remove any furniture, furnishings or equipment of the common elements.

**§8.04.06: No Loud Noises**

All occupants of the Project shall exercise care about making noises and in the use of musical instruments, radios, television and amplifiers that may disturb other occupants.

**§8.04.07: No Garments Hung from Windows**

No garments, rugs or other objects shall be hung from the windows or facades of the project.

**§8.04.08: No Trash except in Containers**

No refuse, garbage or trash of any kind shall be thrown, placed, or kept on any common element of the Project outside of the disposal facilities provided for such purpose.

**§8.04.12: No Animals**

No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project except the dogs, cats and other household pets in reasonable number be kept by the members and occupants in their respective units but shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements except in transit when carried or leased; provided, that any such pet causing a nuisance or unreasonable disturbance to any other occupant of the Project shall be permanently removed therefore promptly upon notice given by the Board or the management agent.

**§8.04.14: No Antennas**

No member or occupant shall erect, place or maintain any television or other antennas on the Project visible from any point outside of the Project.

**§10.01: Amendment to Bylaws**

These By-laws may be amended, modified, or revoked in any respect from time to time by the vote of two thirds of the total numbers of owners, at a meeting duly called for such purpose. No amendment to the By-laws shall be effective until set forth in an amendment duly filed in the Department of Revenue & Taxation, Government of Guam.

**PARADISE ESTATES NEIGHBORHOOD HOUSE RULES**

In addition to the items specified above in the Paradise Estates Homeowner Association Bylaws under Section 8.04, the following house rules shall apply to all homeowners, tenants, and their guests. Property owners shall be responsible for ensuring that their respective tenants and guests receive a copy of the House Rules.

**Quiet Enjoyment**

All owners, tenants, and guests shall refrain from using loud and abusive noise levels at all hours of the day. No loud music after 10pm.

### Pets

No livestock is permitted. All residents, tenants, or guests shall be responsible for ensuring that their pet does not become a nuisance to other residents (excess barking or making a mess in any common area). All residents, tenants, or guests shall clean up after their pets to ensure that all common areas are clean. All pet owners shall obey established Government of Guam leash laws.

### Maintenance

All homeowners shall maintain their properties in a clean and aesthetically appealing manner, ensuring that roofs, walls, sidewalks, and driveways are clean and properly painted with Association "approved" color schemes. All property owners must plant grass within one year of their original purchase, and ensure that all lawns, shrubs, and plants are properly manicured.

### Trash

Residents, tenants, and guests shall ensure that all refuse/garbage is sealed in nonporous plastic disposal bags and placed into appropriate refuse dumpsters. No rubbish, tree clippings, or any other refuse/garbage shall be left at or placed within the common areas of the subdivision. All rubbish dumpsters shall be placed out of site on the side of the house or in the backyard of each home. The dumpster may be moved to the curb on the night prior to scheduled trash collection and then placed back **out of site on your property** once the trash has been collected. All dumpsters must be relocated within 24 hours of trash pickup.

All residents shall follow established rules for disposing of rubbish (metal, paper, wood, etc.), which includes breaking down cardboard boxes so that they fit into the respective trash containers. **DO NOT place beds, box springs, furniture or appliances in any common area. All large items must be disposed of by the resident at the proper community dump area locations.** Contact the Mayor's office for information on proper disposal sites. No construction waste (tile, wallboard, wood, metal, concrete, etc.) is allowed in the trash. Guam Solid Waste Authority operates a waste disposal site in Tamuning next to Department of Public Works for items other than normal household waste.

### Canopies

No steel, pipe or wood frame with canvas or tarp type canopies, and retractable type awnings that are attached to the structure of the residence are allowed at Paradise Estates. Any shade type structure that is considered by residents of Paradise Estates must meet approval of guidelines established by the board of directors and only owners of the residence are allowed to apply for home improvements that alter the visual exterior of the home. Present guidelines established only allow for permanent concrete type structures subject to review by the Home Improvement Committee prior to construction.

Residents are allowed to erect temporary, portable type shade canopies (pipe frame and canvas or pop-up type structures) that are NOT permanently attached to the structure. These temporary type canopies may be weighted or anchored to the ground to prevent movement by wind. Temporary type canopies are permitted to stay erected for a period of 72 hours (3 days) from the time they are erected. Temporary canopy type of use is intended to provide for resident's personal use (family or otherwise) purposes and not intended or allowed to be a permanent outdoor fixture. An allowance of extended use

time can be requested by owners for purposes such as construction protection, wakes, etc. Extension of time requests must be in writing and submitted to the HOA management office. Tenants occupying homes in the sub-division that are requesting time extensions must submit their request via the owner of the property in order to be considered a valid. Extensions of time approval must be granted in writing from the HOA management company.

Violation of the above canopy regulations are subject to fines, if not corrected, as follows:

1. Failure to cure removal of a non-compliant canopy structure attached to the residence within 30 days of notification is subject to a fine of \$250.00.

2. Failure to cure the removal of a temporary portable canopy structure erected on the property within 24 hours of notification of a violation is subject to a fine of \$50.00.

### **Distracted Driving Within Paradise Estates**

Guam law (PL 29-22) presently prohibits phone use and texting while operating a vehicle on the public roadways with fines of up to \$1,000 depending upon the circumstances. Residents are advised that roadways within Paradise Estates are public and subject to the established Guam law. As well, the Homeowners Association in its effort to protect persons and property within the subdivision advises that any resident that is observed using an electronic device while transiting the roads within the subdivision can be subject to a notice of violation and a fine of up to \$100.00. Your cooperation in observing the law and practicing safe, non-distracted driving courtesies within the subdivision is appreciated.

### **Parking**

All residents shall park vehicles on their driveways or in their garages at all times. Curbside parking for more than 72 consecutive hours is not permitted. Parking vehicles on front yards is not permitted. No boats, trailers, jet skis, or other recreational vehicles may be parked curbside at any time.

Any vehicle determined to be abandoned or in violation of the parking regulations within in the subdivision is subject to a notice of violation and a fine if violation not cured within the prescribed time.

The HOA and/or its management company reserve the right to have any vehicle towed from the Paradise Estates subdivision for failure to cure parking violations. Any vehicle that is towed is done so at the expense and liability of the owner of the vehicle.

### **Park**

All homeowners and their guests will refrain from driving any type of motorized vehicle in the park area. All homeowners and guests will refrain from the consumption of alcoholic beverages in or around the park area. All owners will abide by park rules which may be created, modified, or changed periodically.

### **Gate Access**

Two initial gate access cards are provided to every homeowner. Homeowners may purchase up to two additional access cards for \$25.00 per card. Damaged cards (for cards not damaged as a result of the homeowner's or tenant's negligence) may be turned into the Management Office for free replacement. Lost cards must be reported to the Management Office so that they can be "de-activated" and replaced (at \$25.00 per card).

Home addresses may be programmed with up to three different phone numbers as requested by each homeowner or tenant. Programming for new residents or new phone numbers for existing residents is a two-phase process. New homeowners or tenants must provide the Management Office with a written form indicating their contact information no later than the third (3<sup>rd</sup>) Monday of each month (Gate Registration Form can be found on-line or at the Management Office). Once received, the Management Company will input the new information into the system each third (3<sup>rd</sup>) Wednesday of the month. This is a time consuming process and is done once a month, so you need to meet the respective deadlines. Residents will be informed by email once the gates access data input is completed. For those needing this information inputted prior to scheduled times, they can request immediate (24-48 hrs.) input for \$50.00 through the Management Office.

Tailgating another vehicle into Paradise Estates is not permitted. Property owners will be held accountable for the actions of their tenants, guests, and vendors and fined accordingly.

### **Portable Basketball Hoops**

Portable Basketball hoop appliances cannot be left in the street, grass buffer strip adjacent to the curb, sidewalk, or the portion of the driveway that is considered the in-line part of the sidewalk. When basketball hoops are not in active use, they must be stored completely on the property of the homeowner. A fine of \$25.00 per day for each day the basketball hoop is located on public or common areas when not in active use will be assessed. If you are unsure of where your property line begins, to avoid a fine please contact the management office.

### **Fines**

The Board has established a schedule of fines for owners, tenants, and guests who violate CCR's and/or the Association's House Rules. Owners are responsible for their tenants and guests, and need to make sure their tenants understand the CCR's and House Rules. A copy of the fine schedule is provided as part of this handbook. Fines are not limited to those on the list but are representative of the usual fines assessed for commonly occurring violations.

Any behavior or action on the part of tenants or guests that results in a violation of the CCR's or Bylaws may be subject to a fine by the Homeowner's Association. All fines will be the responsibility of, and charged to, the homeowner. The homeowner will then be responsible for taking the necessary action to recover any fines from their respective guest or tenant who violated the subdivision's rules and regulations.

The commencement of any renovations or improvements to the exterior of the property without the written approval of the paradise estates architectural committee shall be subject to cumulative fines of up to \$10,000 and a lien against the property until the violation is cured and fine paid.

### **New Policies**

Updated as of February 2017

**NSF (Non-Sufficient Funds) Policy** – “The board of directors has adopted as standard policy that all checks issued by a homeowner or their designated represent active to the HOA for payment of CAF, fines, late fees or any fee levied by the association that is returned for non-payment by the payee’s bank for any reason, will be subject to a charge of **\$50.00** plus any charges levied by the HOA’s banking institution. All fees then due to the HOA as a result of a non-payment returned check must be paid in cash, money order or bank cashier’s check to clear the individual account. The HOA via its management agent has the right to refuse, at its discretion, acceptance of further payments by personal or business checks and can demand that payments be in the form of cash, money order or bank cashier’s check. Non-payment of any fees associated with any returned item from the payee’s bank is subject to standard collection procedures established by the HOA. Your courtesy in making timely and negotiable payments on your account is appreciated.

**REGISTRATION DOCUMENT SUBMISSION FOR HOMEOWNER/TENANTS POLICY** - The board of directors has adopted as a standard policy that homeowners and new tenants must complete the gate registration and rules & regulations handbook and must be submitted to the management company within 10 -days from the date of move in. The board will impose a fine of \$100.00 for not updating account accordingly. This will be in effect on April 1, 2017.

### **TYPHOON PROCEDURES**

Guam is prone to periodic, adverse weather conditions including tropical storms and typhoons. In the event of such an occurrence, all owners and tenants should prepare their homes to include securing all typhoon shutters, removing debris from the yard, parking vehicles in the garage, and purchasing necessary supplies such as water, batteries, and flashlights. Storm information can be obtained at [www.usno.navy.mil/JTWC/](http://www.usno.navy.mil/JTWC/) or [www.prh.noaa.gov/pr/guam/](http://www.prh.noaa.gov/pr/guam/).

### **NEIGHBORHOOD SECURITY**

Paradise Estates is a gated community designed to eliminate a great deal of unnecessary automobiles roaming around the neighborhood. While Paradise Estates is considered a safe community, it is still susceptible to potential property crimes as in any neighborhood of its size. Residents should take usual precautions to avoid theft of personal possessions or vehicles. It is recommending that you park your vehicles inside your garage, or if left in the driveway, keep them locked and remove your garage door opener. Homeowners and tenants alike should keep an eye out for suspicious vehicles or individuals and/or emergencies contact the following immediately: **Guam Police Department & Guam Fire Department @ 911; Protection Concepts Unlimited 735-SAFE (7233); and Pacific Rim Management, Inc. 646-7746.**

File No.: \_\_\_\_\_

Date Received: \_\_\_\_\_  Walk-in  Email



### Acknowledgement

I have read the above Paradise Estates Association Rules & Regulations Handbook and will abide by the CCR's, Bylaws, and House Rules and ensure that all tenants and guests of mine shall abide by them as well.

\_\_\_\_\_  
Unit/Home Address

\_\_\_\_\_  
Homeowner (Print/Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner (Print/Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager (Print/Sign)

\*if applicable

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant (Print/Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant (Print/Sign)

\_\_\_\_\_  
Date

\*\*\*Owner/Representative must submit this page to HOA Management Office or email to

**[pehoa@homerep.net](mailto:pehoa@homerep.net)** \*\*\*

**REGISTRATION DOCUMENT SUBMISSION FOR HOMEOWNER/TENANTS POLICY** - The board of directors has adopted as a standard policy that homeowners and new tenants must complete the gate registration and rules & regulations handbook and must be submitted to the management company within 10 -days from the date of move in. The board will impose a fine of \$100.00 for not updating account accordingly. This will be in effect on April 1, 2017.

**Paradise Estates Home Owner’s Association Schedule of Fines**  
Approved by the Paradise HOA Board of Directors / Homeowners

Revised March 2018

<b>VIOLATION</b>	<b>CC&amp;R’s REFERENCE</b>	<b>FINE AMOUNT</b>	<b>NUMBER OF DAYS TO CURE</b>
Animals: unleashed dogs & failure to clean up after animal.	4.6	\$25	<b>IMMEDIATE</b>
Garbage Cans: Must be placed “Out of Sight”.	4.21	\$25	<b>IMMEDIATE</b>
Nuisance: basketball hoops nuisance.	4.14	\$25	<b>IMMEDIATE</b>
Signs: No commercial advertising (Except for 1-sale/lease sign which must be displayed on yard) NOT ON PLANTING STRIP and/or COMMON AREA.	4.16	\$25	<b>IMMEDIATE</b>
Nuisances: noise disturbance, foul odors, obstruction of walkways, hanging clothes line, etc.	4.14	\$50	<b>IMMEDIATE</b>
Nuisance: Unsightly objects in Yard.	4.13	\$50	<b>IMMEDIATE</b>
NSF – Non Sufficient Funds fee.	NEW POLICY 10.16	\$50 + BANK FEE	<b>IMMEDIATE</b>
Gate Access: No Tailgating into Subdivision.		\$100	<b>IMMEDIATE</b>
Distracted Driving within Paradise Estates		UP TO \$100	<b>IMMEDIATE</b>
Maintenance: Unmaintained Lawn or Yard.	5.1	\$100	7
<b>Registration document submission for Homeowner/Tenants Policy.</b>	<b>NEW POLICY 02.17</b>	<b>\$100</b>	<b>10</b>
Illegally Parked: Boats, Campers, etc.	4.11	\$25	10
No antennae, satellite dishes on roof or in yard.	4.5	\$25	30
Unapproved exterior energy equipment.	4.12 & 12.3	\$100	30
Unapproved paint color for house exterior.	5.1 & 12.3	\$250	30
Home exterior walls needs painting or cleaning.	5.1	\$250	30
Roof needs cleaning or painting.	5.1	\$250	30
Retaining walls/fences not plastered and/or painted on both sides.	4.20 & 12.3	\$500	30
No chain link fencing.	4.3 & 12.3	\$500	30
Unapproved Home Improvement: Exterior Construction; Not Approved or Corrected.	4.3 & 12.3	\$1,000 UP TO \$10,000	30

**NOTE:** The list above is only a partial list displaying the most common fines. All fines shall be implemented after the applicable notice has expired. *Fines will accumulate on a monthly basis until the violation has been resolved in a satisfactory manner.*

**NOTE:** All homeowners who fail to take timely corrective action on CC&R’s violations and fail to pay the established fines associated with their violation will be referred to legal counsel. All legal fees will be the responsibility of the homeowner. Minimum charges for accounts referred to legal counsel will be \$250.00