

# ***CASABLANCA***

**CASABLANCA COMMUNITY ASSOCIATION,  
INC.**

**RULES AND REGULATIONS**

**2018 SUBSTANTIAL REWORDING OF RULES**

**2020 APPROVED AMENDMENTS TO RULES AND REGULATIONS.**

# CASABLANCA COMMUNITY ASSOCIATION, INC.

## RULES AND REGULATIONS

### I. PREAMBLE

**A. The Rules and Regulations** contained in this publication have been compiled from the Casablanca Community Association's Condominium documents and those Rules and Regulations adopted by present and previous Boards of Directors and will be enforced as follows:

The Board of Directors, through the Management Company or other authorized agent(s), shall enforce all rules and regulations of this Association. The Management Company or other authorized agent(s) may, at their discretion, remove any immediate danger to person or property.

1. Any resident, herein defined as any person(s) owning, leasing, or otherwise occupying a unit in Casablanca Condominiums, may report violations of the Rules to the Board of Directors in written form through the Management Company.
2. When practical, an attempt shall first be made to resolve violations by a written request for compliance from the Management Company. All communications regarding violations will be mailed to the unit owner. If the violator does not comply with the written request and has not asked to address the issue with the Board of Directors, a follow-up notice of violation will be sent via certified mail.
3. Disagreements concerning violations of the Association's Rules and Regulations will be presented to and decided by the Board of Directors. Board decisions will be made in writing and become a part of the Board meeting minutes.

**B. VIOLATIONS.** The Association shall have the following remedies against any owner, tenant or other occupant of a unit, guests of any owner or tenant, or member of an owner's family for any violation of the Rules and Regulations herein set forth or adopted in the future:

1. Legal action to recover monetary damages caused by a violation including all court costs and reasonable attorney's fees incurred in that action.
2. Enforcement of the Rules and Regulations by an action for injunctive relief.
3. When appropriate and prior to the institution of court litigation, either party to a dispute shall file a petition with the Division of Florida Condominiums, Timeshares and Mobile Homes (of the Florida Department of Business and Professional Regulations) for arbitration of the dispute, as provided by Section 718.1225 of Florida Statutes.

**C. RULE CHANGES.** The Board of Directors reserves the right to change, revoke, or add to existing Rules and Regulations.

**D. RIGHT OF ACCESS TO UNITS AND EMERGENCY CONTACT.** The Association, through the Management Company or other authorized agent(s), has the irrevocable right of access to each unit as necessary to prevent damage to the common elements or to a unit, and during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration of Condominium.

1. Each owner or tenant shall provide to the Association the name, telephone number, and email address of an emergency contact person for the Association to contact if the owner or tenant is unavailable or cannot be contacted in an emergency. The emergency contact person must have keys to the unit and to the owner's or tenant's vehicle(s) on the property to provide access to the unit and to move the vehicle(s) in an emergency situation.
2. If a unit other than a townhome will be unoccupied by the owner or tenant for longer than two (2) weeks, the owner or tenant shall arrange for someone to inspect the unit at least weekly for leaks or damage and to report any leaks or damage to the Association through the Management Company.
3. The Association's right of access to a unit in an emergency is immediate after initial efforts to contact the owner, tenant or emergency contact person, whether or not the owner, tenant or other occupant is present.
4. In an emergency situation, force may be used for access to the unit if the emergency contact person cannot be contacted or cannot provide access in sufficient time. In that event, the owner will be charged for the cost of such access.
5. The Association and the Management Company and their agents, shall NOT be liable for any property damage that may occur to gain access to a unit under these Rules.

**E. DELIVERIES.** The Association will not be responsible for personal property and deliveries to or from any unit.

**F. PROPOSED SALES, LEASES, OTHER TRANSFERS, AND PERMANENT OCCUPANCY OF UNITS.**

1. Each transfer of ownership or possession of a unit by sale, lease, gift, devise or inheritance, or other transfer, and each permanent occupancy of a unit separate from the sale, lease, gift, devise or inheritance, or other transfer of the unit shall be subject to and shall comply with amended Section 22 of the Declaration of Condominium and with this Rule I,F. The term "permanent occupant" is defined in amended Subsection 22.1(f) as any person who occupies or will occupy a unit for over sixty (60) days in any calendar year.  
Prior to any sale, lease, gift, or other transfer of any unit, or such permanent occupancy and within thirty (30) days after the transfer of any unit by devise or inheritance, as specified in amended Subsection 22.1 of the Declaration, the unit owner shall submit to the Association the following fully completed and signed documents and other items: (1) the Application for such

approval, (2) the Consent to criminal background check and credit check, (3) the pet registration, if applicable, (4) the contract, lease or other transfer instrument, (5) a clear, valid photo ID (state picture ID or driver's license or passport or visa), and (6) the Application fee of \$100.00.

Within twenty (20) days after receipt of all these items, the Board shall either approve or disapprove the proposed sale, lease, gift, devise, inheritance, or other transfer, or the proposed separate permanent occupancy of the unit, and will notify the unit owner. Within fifteen (15) days after closing on the sale or other transfer of ownership of a unit, the new owner shall provide a copy of the recorded deed to the Management Company for the Association's records.

The Board shall consider the following guidelines for disapproval of a proposed sale, lease, gift, devise, inheritance, or other transfer, or the proposed separate permanent occupancy of a unit:

1. A proposed sale, gift, devise, inheritance, or other transfer or permanent occupancy of a unit or a proposed lease of a unit, the renewal of an existing lease by the unit owner with the existing tenant or tenants, and the annual continuation of a lease of a unit for more than one (1) year may be disapproved for good cause by the Board of Directors based on criminal history of any intended purchaser, intended or existing tenant, other transferee or any intended permanent occupant of the unit, as authorized by Subsection 22.3(b) of the Declaration, as follows:
  - (a) A conviction of any intended purchaser, intended tenant, other transferee or any intended permanent occupant of the unit in any court of criminal conduct on a felony charge, with consideration for the nature and severity of the conviction and the amount of time that has passed since the conduct occurred; or
  - (b) A conviction of any intended purchaser, intended tenant, other transferee or any intended permanent occupant of the unit in any court of criminal conduct on a misdemeanor charge involving violence or the illegal manufacture or distribution of a controlled substance, with consideration for the nature and severity of the conviction and the amount of time that has passed since the conduct occurred
2. A proposed sale, gift, devise, inheritance, or other transfer of a unit may also be disapproved for good cause by the Board of Directors based on credit history of any intended purchaser or other transferee, as authorized by Subsection 22.3(b) of the Declaration, as follows:
  - (a) A prior bankruptcy filing by any intended purchaser or other transferee that resulted in discharge, within seven (7) years prior to the date of submission of the application to the Association, of any debt of the intended purchaser or other transferee;
  - (b) A prior mortgage or other lien foreclosure filing on property owned by any intended purchaser or other transferee that resulted in a short sale or a foreclosure sale of the property or in acquisition of the property by the mortgage lender or other lien holder by deed in lieu of foreclosure within seven (7) years prior to the date of submission of the application to the Association; or
  - (c) More than five (5) delinquent accounts identified as "placed for collection" or more than three (3) delinquent accounts identified as "charged off/written off" or "loss" within five (5) years prior to the date of submission of the application to the Association on a credit report for the intended purchaser or other transferee.
3. A proposed lease of a unit, the renewal of an existing lease by the unit owner with the existing tenant or tenants, and the annual continuation of a lease of a unit for more than one (1) year may also be disapproved

for good cause by the Board of Directors based on a delinquency by the unit owner in the payment of an assessment on the unit at the time approval is sought, as authorized by Subsection 22.3(b) of the Declaration and subsection 718.116(4), Florida Statutes.

4. A proposed sale, gift, devise, inheritance, or other transfer or permanent occupancy of a unit or a proposed lease of a unit, the renewal of an existing lease by the unit owner with the existing tenant or tenants, and the annual continuation of a lease of a unit for more than one (1) year may also be disapproved for good cause by the Board of Directors based on (a) a prior violation of the Declaration restrictions or Rules of the Association by the intended purchaser or other transferee or intended permanent occupant or the intended or existing tenant or by their family member, guest or other occupant of the unit; or (b) documentation in court or official records of a prior violation of other condominium or homeowners association restrictions or rules by the intended purchaser or other transferee or intended permanent occupant or the intended or existing tenant or by their family member, guest or other occupant of the unit.

5. A proposed lease or other permanent occupancy of a unit may also be disapproved for good cause by the Board of Directors based on (a) documentation in court or official records of a filing for eviction or damages against the intended tenant or other permanent occupant; or (b) noncompliance of application documents or the lease with the Declaration restrictions or Rules of the Association, including but not limited to a lease specifying a leasing period of less than the minimum period required under Subsection 11.3 of the Declaration.

6. A proposed sale, gift, devise, inheritance, or other transfer of a unit may also be disapproved for good cause by the Board of Directors based on (a) documentation in court or official records of more than one incident of nonpayment of condominium or homeowners association assessments by the intended purchaser or other transferee; or (b) noncompliance of application documents with the Declaration restrictions or Rules of the Association.

#### **G. STORM PREPARATION.**

1. After notice of a hurricane warning or tropical storm warning, residents shall move all personal items indoors from the balconies, patios and porches. Residents shall be responsible for any damage to the common elements and limited common elements and to other units and the property of other residents caused by impact from wind-borne personal items left on the balconies, patios and porches during a hurricane or any other storm.
2. After notice of a hurricane warning or tropical storm warning the pool and clubhouse will be closed. The Association shall prepare the common elements for hurricanes and tropical storms by moving pool furniture and other items around the clubhouse indoors.
3. Residents who choose not to evacuate prior to a hurricane or tropical storm shall be responsible for their own safety during the storm. The Association shall not be responsible to evacuate residents prior to a hurricane or tropical storm or for the safety of residents during a hurricane or tropical storm.

## II. GENERAL

1. Each owner or tenant of a unit shall regulate and be responsible for the occupancy and use of his/her unit so as not to unreasonably disturb other residents and the general operation of the Condominium property.
2. Each owner or tenant of a unit shall maintain or cause to be maintained, in good condition and repair, his/her unit and all fixtures therein and shall promptly pay all utilities as are separately metered to the unit.
3. No loud television, radio, stereo, excessive noises, etc. are allowed between the hours of 11:00 PM and 7:00 AM each day. **ALL REASONABLE EFFORTS TO MINIMIZE NOISE OR NOISES EMANATING FROM EACH UNIT MUST BE MADE. PLEASE BE CONSIDERATE OF YOUR NEIGHBORS REGARDLESS OF TIME OF DAY.**
4. **All garbage and refuse MUST be bagged and tied before it is placed into the dumpster. All large cartons, boxes, etc. MUST be broken down or flattened before they are placed into the dumpster. PLEASE CLOSE LIDS ON THE DUMPSTERS AFTER USE. Garbage may not be left next to the dumpster, under any circumstances.**
5. **Each owner or tenant is responsible for proper disposal of articles too large for the dumpster (furniture, mattresses, appliances, renovation materials, TV sets, etc.).** Such articles MUST NOT be placed into the dumpster or left next to the dumpster.
6. No antennas or satellite "dishes" shall be installed outside of units. **NOTHING MAY BE ATTACHED TO THE BUILDING.**
7. No items such as bicycles, toys, etc. are permitted to be left on common areas such as landings, stairs, and grounds. Bicycles of resident owners and tenants must be stored in the unit or carport or on the back patio.
8. Sidewalks, entrances, roadways, parking lots, and stairwells shall not be used except for ingress and egress to and from premises.
9. NO portion of common area, including lawns, driveways, roads, tennis courts, or parking areas may be used as a play area.
10. Riding bikes or cycles of any kind is prohibited on grassy areas.
11. No signs, advertisements, etc. shall be exhibited or affixed on any part of the property except official notices approved by the Board of Directors. **BY OWNER AND REALTOR "FOR SALE" AND "FOR LEASE" SIGNS ARE NOT ALLOWED ANYWHERE ON THE CASABLANCA PROPERTY.**
12. **No alterations or replacements to awnings, enclosures, shutters, windows, screen doors and porches, entrance light fixtures or entrance doors may be made without written approval by the Board of Directors. You must submit a Modification Form to the Management Company to obtain Board approval. An alteration or replacement of these**

items must adhere to the specifications approved by the Board, which may be obtained from the Management Company

13. **No exterior changes may be made to the building or your unit without written approval by the Board of Directors. You must submit a Modification Form to the Management Company to obtain Board approval.** An exterior change, including but must adhere to the specifications approved by the Board, which may be obtained from the Management Company:
  - Light fixtures at the front and back entrance to your unit;
  - Screen doors. An alternate for storm doors may be available;
  - Exterior front doors and their hardware;
  - Screen enclosures for the first-floor patios will vary from those for the second-floor balconies;
  - Replacement windows and sliding doors and their screens;
  - Paint and preparations of the surfaces of the following: carport decks, patios, balconies, stair tread, landings and walkways;
  - Storm shutters - roll-a-way style and film style
14. **The written approval of the Board of Directors must be obtained prior to any interior renovation with the exceptions of painting, and wall coverings only.**
15. **Owners and tenants must comply with all City, County and State Building Codes for work in the units and must obtain necessary permits for such work. All work requiring a permit shall be performed by licensed and insured contractors.**
16. If a unit will be unoccupied by the owner or tenant for longer than two (2) weeks, the owner or tenant shall turn off the water to the unit and shall remove all items from patios, porches, balconies and carports. Owners of townhomes shall turn off the water at the individual outside shut off valve for the townhome. Owners of all other units shall turn off water sources inside the unit.
17. All unit exterior door and patio lights should be lit with a recommended 60-watt LED bright white light (at occupant's expense) to maintain the continuity of the Community's appearance.
18. Residents and their visitors must not climb on Community fences, trees, or buildings.
19. Articles of clothing, towels, sheets, rugs, etc. must not be draped over balcony railings or patio fences. **Nothing may be draped or attached to the patio and balcony railings.**
20. **Only curtains and blinds shall be used as coverings for windows and sliding glass doors and backing of all curtains and blinds shall be white or ivory.** No sheets, towels, blankets, cardboard or other materials shall be used as coverings for windows and sliding glass doors and no window or sliding glass door shall be tinted any color.
21. **Patios, porches, balconies and stairwells must be maintained in a clean and orderly manner.** No broken furniture may be placed or stored in these areas.

22. No flammable fluids, chemicals or substances shall be kept or stored in the units or on patios, porches, balconies or stairwells, except for common household products.
23. Local Fire Alarms (red) mounted by each unit door are for FIRE EMERGENCY ONLY.  
Setting off alarm is for purpose of building evacuation - FIRE DEPARTMENT WILL NOT RESPOND UNLESS CONTACTED BY DIALING 911.
24. **Cooking with charcoal or gas grills on patios, porches or balconies or in covered common areas is strictly prohibited by City Fire Marshall (subject to a fine and court appearance).** City Ordinance also strictly prohibits storage of propane gas tanks on patios, porches or balconies. Violations will be reported to the City.
25. **Owners Only - Delinquent Maintenance Fees:** All owner maintenance fee accounts are to be kept current. Failure to keep accounts paid up-to-date will subject the owner to the following: accounts eleven (11) days delinquent will be charged a late fee; after thirty (30) days delinquent, the owner will receive a thirty-day notice of intent to lien letter; after sixty (60) days delinquent, the account will be sent to the Association's attorney, a lien will be placed on the owner's unit and the owner will receive a thirty-day notice of intent to foreclose lien letter; and after ninety (90) days delinquent, the Association's attorney will be instructed to proceed with foreclosure filing immediately.

### III. COMMUNITY FACILITIES

The use of the Community Facilities will be in such a manner as to respect the rights of other residents and shall conform to applicable standards of health, safety, insurance regulations, and City ordinances.  
ANYONE NOT FOLLOWING THE RULES MAY BE ASKED TO LEAVE BY ANY BOARD MEMBER

Access to said facilities is provided by a fob/key pass issued through the Management Company, one fob/key pass per unit given to Owner(s) only. If Owner is leasing (renting) unit it is the sole responsibility of the Owner to supply their resident the fob/key pass. **Owner(s) sole responsibility to transfer fob/key pass when selling unit.** **Lost or misplaced keys should be reported to the Management Company and replacements may be obtained for \$100.00.** Proper use of the key will help keep non-residents from using the Community Facilities. **All guests must be accompanied by an owner or tenant when using the Community Facilities.**

#### A. POOL

1. Pool operating hours and rules are posted at the pool area and are strictly enforced. Any persons using the pool outside of operating hours will be considered trespassers. The pool operating hours and rules are subject to change by the Board of Directors.
2. The pool is for the use of owners in residence, tenants and other occupants and their guests only. **NO MORE THAN FOUR (4) GUESTS PER UNIT MAY USE THE POOL AT ANY ONE TIME.** The Owner or Tenant must be present when guests are using the pool. All others will be considered trespassers. All must be willing to identify themselves by name and address (building and unit number).
3. **All persons under the age of seventeen (17) MUST be accompanied by a resident adult in the pool and pool area.**



4. Everyone must shower each time before entering pool. All suntan oil and lotion must be washed off before entering pool. Towels must be used on chairs.
5. No running, jumping or diving is allowed in the pool or pool deck area. Life rings shall not be used except for life saving.
6. **PERSONS WHO ARE INCONTINENT OR ARE NOT YET TOILET-TRAINED ARE NOT ALLOWED IN POOL WITHOUT WATERPROOF UNDERWEAR (no standard diapers are allowed).**
7. Bathing suits must be worn while in the pool. NO STREET CLOTHES ARE ALLOWED IN THE POOL. Bathing in the nude is not allowed.
8. No sports equipment or toys are allowed in pool or pool area. Water aerobic and flotation devices may be used provided such use does not interfere with others present.
9. Pool furniture must not be removed from pool area. Umbrellas shall be put down after use.
10. NO glass or other breakable containers shall be permitted in pool or pool area.
11. NO food, smoking or pets are permitted in pool or pool area.
12. NO vulgar or offensive language shall be permitted in the pool or pool area. The volume on music players of all types shall be kept at a level so as not to disturb other residents. Anyone whose music is disturbing to other residents may be asked to turn down the volume of the music by any Board member.
13. All persons using the pool and facilities do so at their own risk. The Association and its Board of Directors and Management Company shall not be responsible for injuries or damages incurred due to use of the pool and facilities by owners and tenants and their families and guests.

## **B. LAUNDRY ROOM**

1. Laundry room facilities are available for use by owners and tenants and their families and guests only.
2. Laundry hours and rules are posted and strictly enforced. Any persons using laundry facilities outside of operating hours will be considered trespassers. The laundry operating hours and rules are subject to change by the Board of Directors.
3. Persons under the age of seventeen (17) MUST be accompanied by a resident adult in the laundry room.
4. Laundry room facilities must be left in good and clean condition; paper towels are provided for cleaning. Be considerate of the residents using the facilities after you. Clean lint traps when finished with dryers.
5. No dyeing of any kind is permitted in washers or dryers.
6. Persons using laundry room must turn off lights and close the doors when finished.

### C. TENNIS COURT

1. Tennis court is for the use of playing tennis ONLY for owners and tenants and their families and guests ONLY. Tennis court hours and rules are posted and strictly enforced. Any persons using tennis court outside of operating hours will be considered trespassers. The tennis court operating hours and rules are subject to change by the Board of Directors.
2. Proper tennis shoes must be worn when playing tennis or standing on court.
3. **No food is allowed on court.** Drinks must be in non-breakable containers.
4. Play is limited to 1 hour, or the completion of a set if anyone is waiting for the court.
5. Gate to tennis court **MUST BE LOCKED** when vacating the court.
6. Tennis court is **NOT** a playground; therefore bikes, roller skates or blades, balls (other than tennis balls), or skateboards are **NOT** allowed on court.

### D. LAKE/LAGOON AREA

1. Fishing from the Condominium property is restricted to owners and tenants and their families and guests. All others will be considered trespassers.
2. Swimming and diving are prohibited in lake/lagoon.
3. Feeding of wildlife such as birds, squirrels, alligators, etc. creates maintenance problems and can attract rats. Such activity is **NOT** permitted on property. Feeding of alligators is illegal per Fish & Game Commission of Florida.

E. **CAR WASH AREA.** Car Wash is located directly across the parking lot from the pool. It is available to owners and tenants and their families and guests. All others will be considered trespassers. Car wash hours and rules are posted and strictly enforced. Any persons using car wash outside of operating hours will be considered trespassers. The car wash operating hours and rules are subject to change by the Board of Directors.

1. Vehicles can be washed and waxed **ONLY** at designated car-washing area.
2. Owners and tenants are solely responsible for following any city, county, or state water restrictions.
3. Anyone whose music is disturbing to other residents may be asked to turn down the volume of the music by any Board member.

### F. CLUBHOUSE.

1. All persons under the age of seventeen (17) **MUST** be accompanied by a resident adult in the clubhouse.
2. No one may use the clubhouse facilities while in a wet bathing suit, except for use of restrooms, which should be entered by poolside door after toweling dry.

3. Reservations for the clubhouse will be accepted from owners only. An owner who is not in residence may not reserve the clubhouse unless he/she will be in residence on the rental date.
4. Reservations for clubhouse rental should be made in advance by calling the Management Company but will not be accepted more than three (3) months in advance.
5. Access to the clubhouse for tenants and other non-owner occupants will not be allowed unless the reservation agreement is signed by the owner and the tenant and is on file with the Management Company and all deposits and rental fees are paid at least three (3) days in advance of rental date, or otherwise as approved by the Board of Directors.
6. A \$200.00 deposit is required for each reservation of the clubhouse. Deposits will be returned after an inspection is made by a designated representative of the Association or Management Company to determine that the clubhouse has been properly cleaned and is undamaged, and that no rules or regulations have been violated. The costs of clean up or repair of any damage will be deducted from the deposit and any excess costs will be charged to the unit owner who made the reservation.

#### **G. RENTAL OF CLUBHOUSE**

1. Clubhouse may be rented by any resident owner for up to four (4) rentals (each day OR night rental counting as one (1) rental) in any thirty (30) consecutive-day period and up to twice in any one week.
2. Reservations for use of the clubhouse may be made at no additional charge other than the required security deposit of two hundred dollars (\$200.00) for such activities as would normally take place in any resident's unit (personal parties, showers, etc.). The deposit is refundable, provided the clubhouse is cleaned and left in good condition as specified below in Rule 4. Reservations will not be taken for groups of more than thirty (30) persons attending the event at any one time.
3. Reservations for activities such as business meetings involving owner's employment, club affiliations, outside groups of which owners are members or are active may be made after submission of a reservation application and approval by the Board of Directors. **There shall be no charge for such reservations other than the required security deposit of two hundred dollars (\$200.00).** The deposit is refundable, provided the clubhouse is cleaned and left in good condition as specified below in Rule 4. Reservations will not be taken for groups of more than thirty (30) persons attending the event at any one time.
4. Reservations will only be accepted for activities between the hours of 7:00 AM to 11:00 PM. Owners reserving clubhouse MUST BE PRESENT during the reserved time and MUST see that it is vacated by 11:00 PM. Reserving parties will be responsible for their guests' conduct and have the responsibility of cleaning up all areas used by their guests by 8 AM of the day following clubhouse use. They are also to ensure that clubhouse is locked, lights extinguished, furniture replaced to original setting, and AC/heating controls turned off before leaving.
5. Access keys given by Management or representative to renting party must be returned to the same person by the next business day after rental.
6. Parking is very limited, so the reserving owner should inform his/her guests that parking is available **ONLY** in parking spaces marked "GUESTS" in front of the clubhouse.

7. USE OF POOL, POOL AREA, OR COMMUNITY COMMON AREAS IS NOT INCLUDED IN ANY RENTAL OF THE CLUBHOUSE.

#### IV. PETS

**A. No pets or animals shall be kept or maintained in or about the Condominium property (hereinafter referred to as "pets") except as set forth below.**

A conditional *permission* to maintain pets for each unit is granted subject to the following conditions and reservations:

1. *Pets may be walked on the condominium property subject to compliance with Rule 2, below.*
2. **Pet owners must clean up their pet's excrement and properly dispose of excrement. Dog waste stations are available on the Condominium property for proper disposal.**
3. **A dog must be secured on a leash no longer than six (6) feet and in the control of the dog owner at all times when outside of the dog owner's unit.**
4. Pets are not permitted in public rooms, pool or pool area at any time.
5. Pet owners shall assume full responsibility for any damage to person or property caused by their pet.
6. Guests or visitors of residents who bring pets onto the Condominium property must comply with the foregoing rules and regulations.
7. Pets shall be kept quiet at all times.
8. All owners and tenants must sign a statement verifying that all pets are properly vaccinated as appropriate with the Association through the Management Company.

#### V. PARKING/MOTOR VEHICLES/STREETS

A. Parking spaces are for passenger-type vehicles ONLY such as automobiles, vans, and sport utility vehicles. Other types of vehicles may be permitted if they are a resident's only means of transportation AND if said vehicles do not fall into any category of PROHIBITED vehicles listed below.

**B. The following vehicles are specifically prohibited:**

1. Any vehicle longer than twenty (20) feet in length or eight (8) feet in width or height, including any extensions.
2. Motor homes, commercial trucks or any truck which will not fit in standard-size parking space, boats, water vehicles, recreational vehicles, or trailers of any *kind*.

3. **Unlicensed vehicles, vehicles with expired tags, non-operational, and/or abandoned vehicles.**  
(These will be towed and/or reported to the police.)
4. Any vehicle which emits excessive noise, smoke, fluids, or causes other nuisance.
5. Vehicles parked for restoration or repair or placed on blocks.
6. Commercial vehicles which bear any marking visible from outside identifying it as a vehicle, which has been modified for commercial use. Covering marking on vehicle does not change classification nor does it alter the vehicle status as prohibited.

LAW ENFORCEMENT AND EMERGENCY VEHICLES ARE EXCLUDED FROM THIS PROVISION.

C. One reserved parking space is assigned to each unit for the use of resident of that unit. Residents owning more than one vehicle must park additional vehicles in "Guest" spots. Resident's visitors **MUST NOT** use any parking space other than resident's designated space or "Guest" parking space.

1. No resident or any other person may repair or maintain (including changing any type of vehicle fluid such as oil, etc.) any vehicle on premises.
2. Vehicles of any kind **MUST NOT BE BACKED INTO PARKING SPACES.**
3. MOTORCYCLES and MOPEDS must be parked in assigned parking spaces and are prohibited from parking in entrances and on patios. Motorcycles **MUST** have a device placed under kickstand to protect pavement. Violators will be held responsible for repair costs caused by kickstand damage.
4. No vehicle may be parked in front of any dumpster. Owners of vehicles parked in front of dumpsters will be responsible for any additional expense incurred by the Association if improperly parked vehicles necessitate rescheduled garbage pick-ups. **VIOLATIONS WILL BE TOWED IF PARKED ILLEGALLY OR IN ANY OTHER UNIT'S PARKING SPACE.**
5. **SPEEDS** on the Community's streets **MUST NOT EXCEED TEN (10) MILES PER HOUR.**
6. **STREET AND PARKING AREAS ARE PROHIBITED AS PLAYGROUND AREAS.** The Association/Management Company will accept no responsibility for injury or monetary damage caused by violation of this rule. There are playground areas near the Casablanca Community to which children should be taken to play.

## **VI. COMMON/LIMITED COMMON ELEMENTS**

There shall be no encroachment on the common or limited common elements by owners, tenants or other occupants by planting, removing or pruning of permanent trees, flowers, bushes, etc. or painting of carports or roadways, without written approval by the Board of Directors. If in doubt, please contact the Management Company or Board of Directors. **If a resident plant, mulches, places landscape stones or adds pavers or fences without Board approval on common or**

**limited common elements, the planting, mulch and/or landscaping (stones, pavers or fences) shall be removed at the Board's discretion.**

## **VII. MISCELLANEOUS**

In order to efficiently utilize contractors, vendors and day porter of the Association and minimize the cost of performing maintenance work, owners, tenants and other occupants shall NOT be permitted to directly give orders or directions to any contractors, vendors and day porter. **All requests for service should be directed to the Management Company (or Board of Directors).**

Each owner/resident agrees to comply with and abide by all Rules and Regulations set forth above, and the same as may be amended or adopted by the Board of Directors from time to time. Said Rules and Regulations shall be binding upon all Owners, their employees, contractors, guests, visitors, and tenants. Each owner shall be responsible for compliance of the Rules and Regulations by their employees, contractors, guests, visitors, and tenants.