

**AMENDMENT TO  
VILLAS OF CASSELBERRY HOMEOWNERS  
ASSOCIATION  
RULES AND REGULATIONS**

**PARKING  
VISITOR PARKING**

- 1) Street-side parking is prohibited for vehicles belonging to residents of the Villas of Casselberry except in designated areas as stated in SECTIONS 6 AND 7 OF THE Villas of Casselberry Homeowners Association, Inc. Rules & Regulations
- 2) Residents and visitor parking on lawns and/or sidewalks is strictly prohibited as stated in SECTION 6 of the Villas of Casselberry Homeowners Association Rules & Regulations.
- 3) Each property located within the Villas of Casselberry will receive two (2) visitor-parking passes at no charge.
- 4) Visitor vehicles displaying valid visitor parking passes may be parked on the street without obstructing ingress and egress to individual driveways, fire hydrants, sidewalks, mailboxes and/or walkways for a period of no more than 72 hours.
- 5) All visitor vehicles that will be parked for longer than 72 hours must be parked in the designated areas as stated in SECTION 7 of the Villas of Casselberry Homeowners Association, Inc. Rules & Regulations.
- 6) Any visitor vehicle parked on the street not displaying a valid visitor-parking pass will be towed at the vehicle owner's expense. The Villas of Casselberry Homeowners Association is not responsible for any costs incurred as a result of the towing of any vehicle from the street due to noncompliance with these Parking Rules & Regulations and as stated in SECTION 6 of the Villas of Casselberry Homeowners Association, Inc. Rules & Regulations.
- 7) Visitor parking passes cannot be displayed for the purpose of parking a resident's vehicle on the street.
- 8) The Board of Directors of the Villas of Casselberry Homeowners Association reserves the right to revoke any and all visitor parking passes that are used in violation of these Parking Rules & Regulations and as stated in SECTION 6 and 7 of the Villas of Casselberry Homeowners Association, Inc. Rules & Regulations.

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## SECTION 1

### 1-1 DEFINITION OF TERMS

ARC – The term "ARC", when used in these Rules and Regulations, means the Architectural Review Committee of the Villas of Casselberry Homeowners Association, Inc.

ASSOCIATION – The term "Association" means the Villas of Casselberry Homeowners Association, Inc., a Florida not for profit corporation, its successors and assigns.

BOARD OF DIRECTORS – The terms "Board" or "Board of Directors" means the Board of Directors of the Association.

COMMON AREA – The term "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners.

DECLARATION – The term "Declaration" means the Declaration of Easements, Restrictions, Covenants and Conditions regarding the Villas of Casselberry which is recorded in the Public Records of Seminole County, Florida.

DIRECTOR – The term "Director", unless specified otherwise, means a member of the Board of Directors of the Villas of Casselberry Homeowners Association, Inc.

GROUPING – The term "Grouping" means a group of four or more homes which are painted the same color.

GUEST – The term "Guest" means any person visiting an Owner or Resident who is not himself an Owner or Resident.

MANAGEMENT COMPANY – The term "Management Company" means the management company currently under contract with the Association to perform management services.

OWNER – The term "Owner" means a record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

PROPERTY – The term "Property" means real property that is in the jurisdiction of the Association.

RECREATIONAL FACILITY – The term "recreation facility" means all property owned by the Association for the common use and enjoyment of the Owners such as a pool, lake area and any other area which may be designated a recreation facility by the Board of Directors.

RESIDENT – The term "Resident" means any person who resides on the Property whether or not he or she is an Owner.

## SECTION 2

### 2-1 INTRODUCTION

These Rules and Regulations have been promulgated in accordance with the provisions of the By-Laws and are designed to make living in the Villas of Casselberry pleasant and comfortable. In living together all of us have not only certain rights but also certain obligations to other Owners and Residents. We must realize that the restrictions we impose upon ourselves are for our mutual benefit and comfort. These Rules and Regulations have been established by the Board of Directors after careful deliberation and we ask for your cooperation and compliance.

### 2-2 OBLIGATIONS AND RESPONSIBILITIES

Owners, Residents and Guests shall not conduct or permit any activity which is in violation of any provision of these Rules and Regulations, the Declaration or any ordinance, law or statute of any governmental body having jurisdiction over the Property. Each Owner and Resident is responsible for the conduct of his or her Guests while they are on the Property, and any violation by them of these Rules and Regulations shall be deemed a violation by the Owner or Resident.

### 2-3 ADMINISTRATIVE

All written complaints of Rules and Regulations infractions, parking violations and Architectural requests should be mailed to the Management Company at the same address to which your quarterly payments are sent, noting: Attention: Board of Directors, Villas of Casselberry Homeowners Association. A copy of the signed complaint will be forwarded by the Management Company to the Secretary of the Board of Directors.

### 2-4 RESIDENTIAL LAND USE

The term "residential purpose" as used in the Declaration of Covenants, Conditions and Restrictions for Villas of Casselberry, and in any amendments and supplements thereto, or in these Rules and Regulations, shall be defined as any non-commercial and non-industrial activity reasonably suited for a community of single homes.

### 2-5 ENFORCEMENT

Under the terms of Section 720.305(1), Florida Statutes, the Board of Directors or any Owner may institute legal proceedings to enforce these Rules and Regulations and the provisions of the Declaration, and the party enforcing the same shall have the right to recover all costs and expenses incurred including reasonable attorney's fees. Each Owner shall be responsible for the conduct of all persons who reside in his or her home, all Guests visiting his or her home, whether or not such Owner is in fact in residence at the time.

As responsible Owners and Residents, we should try to resolve differences of Rules infractions on a neighbor-to-neighbor basis. When infractions of our Rules are also prohibited by the City of Casselberry ordinances, the Owner or Resident may also call on Civil Authorities for assistance. Examples are ordinances pertaining to noise and animal control.

In instances where the neighbor-to-neighbor approach or reliance on the City of Casselberry Civil Authority does not achieve satisfactory results and in these instances where the interaction between neighbors or use of Civil Authorities is not feasible, then an Owner or Resident may submit a written complaint of the Rules infraction to the Board of Directors. All complaints will be dealt with on a confidential basis.

Complaints submitted to the Board must be in writing stating the circumstances, names of persons involved (if known and applicable) time and date, and must be signed by the Owner or Resident submitting the complaint. Appropriate action will be taken by the Board of Directors. No action will be taken in response to anonymous letters. The Board will take action to resolve the complaint with assistance of legal counsel if necessary, and the costs thereof may be charged against the Owner (see **SECTION 6-2, B-1** for procedure for reporting parking violations).

Failure to comply with these Rules and Regulations will result in actions by the Board of Directors ranging from warnings through suspension of Recreation Facility privileges to legal proceedings being brought against the offending party or parties.

Certain of our Rules and Regulations, such as those pertaining to noise and pets, are supported by the City of Casselberry ordinances. These ordinances apply to Villas of Casselberry residents and violations of these ordinances can result in penalties being imposed by the Civil Authorities.

## **SECTION 3**

### **3-1 GENERAL RULES**

#### **A) NOISE**

- 1) No Owner, Resident or Guest shall create any noise of such volume or duration that it will disturb others. Be considerate of your neighbors.
- 2) No Owner, Resident or Guest shall operate any sound producing instrument/equipment between 11 p.m. and 6 a.m. (radios, televisions, stereos, organs, etc.) above conversational loudness since the sound may carry into adjacent homes. See "Enforcement" in Section 2, No. 2-5.

#### **B) PETS**

- 1) All pets must be on a leash within the developed Common Areas of the Property.
- 2) Pets are never, under any circumstances, permitted in the pool or Recreational area.
- 3) No Owner, Resident or Guest shall permit, either willfully or through a failure to exercise due control and care, any animal to defecate within the developed Common Areas or on private yards unless such person shall remove the excrement.
- 4) All persons shall be aware of and comply, forthwith and completely, with the City of Casselberry ordinance for pets (i.e. each dog or cat must be vaccinated against rabies and wear a license tag at all times.) If this rule is violated, call Animal Control.

#### **C) SPEED LIMIT**

To protect the safety of our Residents, the speed limit in the Villas of Casselberry is 15 miles per hour. Tag numbers will be reported and violators prosecuted.

#### **D) BASKETBALL HOOPS**

Basketball hoops shall be free standing, upright, presentable, in good working condition, movable, and not attached to a house or any building structure. The hoops must be on personal property, between the sidewalk and street and no more than 10 feet from the dwelling.

#### **E) LAKE**

No boats, watercraft of any kind, swimming or diving is allowed at any time in the lake. Violators will be prosecuted to the fullest extent of the law. The lake may have wildlife indigenous to Florida including, but not limited to, alligators and snakes.

#### **F) GARAGE OR RUMMAGE SALES**

Owners or Residents must obtain a permit from the City of Casselberry and must visibly post the permit.

#### **G) LAWNS**

The grass on all lawns shall be mowed, edged, weeded, trimmed, treated, watered, fertilized and replaced such that they shall be neat and manicured in appearance.

#### **H) TRASH**

All lots must be kept clean of trash, debris, garbage, waste and refuse at all times except for the depositing of trash for city pickup. Trash or trash cans are not to be placed at the curb earlier than dusk the day prior to pickup. All trash cans must be removed as soon as possible and must be stored out of sight after pickup.

#### **I) EXTERIOR PAINTING**

The Homeowner may select from the ARC's approved color palette, however, the Homeowner is required to submit the ARC form for review. The color palette may be viewed at the Management Company. No change in the colors outside of the color palette of the exterior painting shall be made unless all owners of the units in the Grouping and the ARC unanimously agree in advance to such proposed color change. In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to

repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject in accordance with the current laws.

J) BOATS/WATERCRAFT/TRAILERS

1) GENERAL

The following restrictions shall apply to all boats/watercraft and/or trailers in the Villas of Casselberry:

- a) For the purpose of this Rule, the term boat, watercraft and/or trailer refers to either a boat/watercraft without a trailer, a boat/watercraft and trailer combination, or a boat/watercraft trailer (however modified) without a boat/watercraft.
- b) No repairs are allowed other than in an enclosed garage.
- c) Notwithstanding this SECTION 3, stricter standards specified within the deed restrictions or covenants shall be applied if such exist.
- d) If residents bring such equipment on to the property prior to departure, they shall notify the management company for approval for the expected length of stay.
- e) All boats, watercraft, trailers or recreational vehicles shall not be parked in such a manner that will impede upon the safe traffic flow.

2) RESTRICTIONS

The storage and maintenance of a boat, watercraft and/or trailer is subject to the following restrictions pertaining to specific sections of the Villas of Casselberry:

- a) No boat, watercraft and/or trailer may be parked on any part of the property except in an enclosed garage.
- b) No boat, watercraft or trailer shall be parked at any time on any driveway or otherwise on any lot or on any public street except:
  - for loading and unloading purposes; or
  - when the same is stored within a closed garage.
- c) For purposes of this Section, loading and/or unloading shall mean the following:
  - the tow vehicle must remain attached and both the boat, watercraft, trailer and tow vehicle must be parked in a legal fashion upon a paved surface; and
  - loading and unloading shall not exceed three (3) hours during any 24 hour period.

## **SECTION 4**

### **4-1 ARCHITECTURAL CONTROL**

#### **A) FENCES**

- 1) Fences may not be erected without prior approval from the Architectural Review Committee (ARC) and the Board of Directors. Proper permits from the City and/or County may also be required.
- 2) Material – Fences must be made of either vinyl or rough-sawn wood, standard 4" wide. Fences at lake side will be vinyl, wrought iron or aluminum.
- 3) Height – Fences will be six foot in height except the fronts of Phases 1 and 2. Rear fences at lakeside will not exceed six feet in height and will not obstruct the view of the lake from neighboring properties.
- 4) Color – Fences will be either stained in its natural wood color or painted white to be approved by the ARC and the Board of Directors. Fences must be painted and/or stained no later than sixty (60) days after construction and/or repainting of the dwelling.
- 5) Gate – Fences must have a gate at the rear to allow access to the rear of the Unit.
- 6) Easement – No fences will be erected on the rear easement of the property.

#### **B) GUTTERS**

- 1) All gutters must be made of commercially available materials and be reviewed by the ARC and approved by the Board of Directors. (May 16<sup>th</sup> meeting notes state to delete No. 1 and No. 2 and replace with "All gutter and downspout colors must be approved by the ARC and the Board of Directors". Need clarification which way to proceed.)
- 2) Gutters will conform to the approval of the ARC and the Board of Directors.

#### **C) REMODELING, ADDITIONS, SCREEN PORCH ENCLOSURE, AWNINGS, ETC.**

- 1) Most items that fall into this category are covered in the Document Book for the Villas of Casselberry. All plans for such must be submitted to the Management Company who will then forward it to the ARC and the Board of Directors for architectural approval prior to any construction. Proper permits from the City and/or County may also be required.

#### **D) SOLAR PANELS**

- 1) No solar panels may be placed on a property without prior approval from the ARC.

## **SECTION 5**

### **5-1 POOL AND ENCLOSED AREA**

It is the responsibility of each Owner and Resident of the Villas of Casselberry to see that the Rules and Regulations for the pool and enclosed area be strictly enforced for the safety, welfare and enjoyment of all concerned. Your cooperation is necessary to that end. Owners are responsible for their Guests' conduct. The pool is primarily for Homeowners' use; inviting guests is a privilege.

#### **A) POOL RULES**

- 1) All persons using the pool or sauna do so that their own risk. There is no lifeguard.
- 2) Swimmers must shower before entering pool. Suntan oils must be showered off before entering the pool.
- 3) "Horseplay", running, skateboarding, rollerblading, bicycling and unnecessary noise will not be allowed in the pool or enclosed area.
- 4) No glass objects will be allowed inside the enclosed area of the pool.
- 5) No food is allowed in the enclosed area of the pool.
- 6) Pets are not allowed in the enclosed area of the pool.
- 7) Children under sixteen (16) years of age must be accompanied by an adult
- 8) No more than three (3) Guests at a time are allowed with a Resident.
- 9) The safety float rope must be left in place.
- 10) No throwable objects will be allowed and no games such as water polo or volley ball are allowed.
- 11) All cans, paper and debris must be deposited in trash cans.
- 12) No private parties are allowed without prior special permission of the Board of Directors.
- 13) Standard swimwear only is permitted – no cutoffs are allowed.
- 14) No scuba diving or snorkeling is allowed.
- 15) Bathing load is limited to 33.

**MANAGEMENT RESERVES THE RIGHT TO DENY USE OF THE POOL TO ANYONE FOR VIOLATION OF THESE RULES.**

#### **B) KEYS**

- 1) Owners, Residents or Guests must be in possession of a key at all times when using the pool or enclosed area. No exceptions will be allowed.
- 2) One (1) key per Unit will be issued to the Homeowner and must be signed for. (Renters must obtain key from the Homeowner. Renters will not be issued a key – See Item C.)
- 3) The key is the property of the Association and must be returned to a member of the Board of Directors or the Management Company when moving from the Villas of Casselberry.

**Exception:**

Renter must return the key to the Homeowner from whom he/she is renting.

#### **C) HOMEOWNER WHO RENTS A UNIT AND RESIDENT HOMEOWNERS**

- 1) A Homeowner may loan the pool key to his/her Renters.
- 2) A Homeowner will be responsible for the return of the key when the Renter leaves the Villas of Casselberry.
- 3) A Homeowner will be responsible for the conduct of his or her Renters.
- 4) If the key is lost, a charge of \$5.00 will be imposed for each replacement.

#### **D) GUEST POLICY**

- 1) No more than three (3) guests per Unit will be allowed at any one time.
- 2) The Homeowner will be responsible for his or her unaccompanied Guests.
- 3) The Board of Directors may revise the Guest Policy at any time to insure that the number of Guests using the facilities does not infringe upon the right of other Owners to enjoy the facilities.



E) ENFORCEMENT

- 1) If a Resident witnesses a violation of the Rules, that person may ask the violator to observe the Rules. If the violator refuses to cooperate, the Resident may bring the violation to the attention of a member of the Board of Directors or the Management Company.
- 2) Anyone refusing to obey these Rules will have his or her pool and enclosed area privileges taken away for a period of thirty (30) days for the first offense and sixty (60) days for violations thereafter. Section 720 Florida Statutes shall govern such suspensions of privileges.

## **SECTION 6**

### **6-1 COMMON AREAS**

- A) Parking of vehicles on the grassed Common Areas of any developed area of the Property by Owners, Residents or Guests is prohibited except in designated areas shown in SECTION 7 of these documents.
- B) No driving of any motorized vehicle (motor bikes, etc.) is allowed on the grassed Common Areas of any developed area of the Property.

### **6-2 PARKING**

#### **A) OWNER, RESIDENT and GUEST PARKING**

- 1) No parking is allowed which in any way obstructs any driveway.
- 2) No parking is allowed which in any way obstructs sidewalks.
- 3) No parking is allowed on the grassed Common Areas of any developed area of the Property except in designated areas shown in **SECTION 7** of these documents.
- 4) No parking is allowed on lawns.
- 5) No parking on curves or at corners. Where parking is permitted, stagger the vehicles so that no vehicle is directly across from another.
- 6) You must park in your garage or on your driveway or in a designated area (see **SECTION 7**).
- 7) Parking in any other area is prohibited, subject to penalties.

### **OWNERS AND RESIDENTS WILL BE RESPONSIBLE FOR THEIR GUESTS' PARKING.**

#### **B) ENFORCEMENT**

Any vehicle parked in violation of the foregoing Rules and Regulations shall be subject to the following procedures:

- 1) If an Owner or Resident observes a parking rule violation, the Owner or Resident may exercise his or her right to report the violation in writing to the Management Company. Such notice shall include license tag number, make of vehicle, time and place of violation and name of Homeowner (if known) responsible for the violation. Notice **must be signed** by the person submitting the complaint to the Management Company. Unsigned complaints will not be recognized. The Management Company will protect the anonymity of the complainant. The Management Company will maintain a record of the violation cited in the complaint and will, in addition, request in writing that the Owner or Resident responsible for the violation comply with the parking regulations.
- 2) The cost incurred by the Association for any legal proceedings necessary to enforce the Parking Rules and Regulations will be assessed against the responsible Owner or Resident in accordance with the Declaration, the Rules and Regulations, and/or Section 720.305(1), Florida Statutes.
- 3) Street parking is permitted, however, there is no parking directly across from another vehicle. A twelve (12) foot access to emergency vehicles and others must be maintained on the streets at all times.

#### **C) PARKING AND PROHIBITED VEHICLES**

##### **1) MOTOR VEHICLE DEFINED**

"Motor vehicle" shall mean any vehicle which has four (4) or more wheels and which is of a type subject to being titled by the State of Florida, regardless of whether said vehicle is actually titled in Florida.

2) PROHIBITED VEHICLES (CHECK STATUTES)

The parking of the following types of vehicles is strictly prohibited at any time on lots, driveways or any street (public or private) within the Villas of Casselberry:

- a) Recreational vehicle-type units as defined by Florida Statutes Section 320.01(1)(b), including but not limited to, travel trailers, camping trailers, truck campers, motor homes and park trailers.
- b) Mobile homes as defined by Florida Statutes Section 320.01(2).
- c) Trailers as defined by Florida Statutes Section 320.01(4).
- d) Semi-Trailers as defined by Florida Statutes Section 320.01(5).
- e) Truck Tractors as defined by Florida Statutes Section 320.01(10).
- f) Any motor vehicle as defined by Florida Statutes Section 320.01(1), (except for automobile and motorcycles) which bears or contains commercial information or commercial advertising on the exterior surface, or which information or advertising can be seen and read from the exterior, provided, that this provision shall not be construed to prohibit the following kinds of commercial information or advertising; (Check City of Casselberry Ordinance).

For purposes of this Section, the term automobile shall mean a vehicle that, on the vehicle registration form, is classified as one of the following body types: CV, JP, RD, SW, ID, 2D, 3D, 4D, 5D, 6D.

## **SECTION 7**

### **7-1 OTHER DESIGNATED PARKING AREAS**

- A) The preference is that all vehicles be parked in the garage or driveway of an Owner's property.
- B) "Other Designated Parking Areas" are defined as an area where cars can be parked only if there is no space available in the Property Owner's garage or driveway.
- C) Use of the Other Designated Parking Areas when there is in fact sufficient space for parking in the Owner's garage or driveway **WILL BE CONSIDERED A PARKING VIOLATION** and is subject to all enforcement proceedings as detailed in **SECTION 6-2, Paragraph B ("Enforcement")** of these Rules and Regulations.
- D) Other Designated Parking Areas are generally described as the ten foot wide grassed area that is along the perimeter of the Villas of Casselberry. This 10 foot grassed area is subject to certain restrictions detailed below in order to protect the rights and enjoyment of adjacent property owners. These restrictions will be strongly enforced, therefore we ask for your compliance.
  - 1) Residents who own homes on North Casselwood Street may park if necessary in the 10 foot grassed area on the north side of North Casselwood Street.
  - 2) Residents who own homes on Spring Street between North Casselwood and Fairwood Court may park if necessary in the 10 foot grassed area on the east side of Spring Street.
  - 3) Residents who own homes on Casselwood Street between Autumn Court and Greenwood Street may park one car if necessary in the 10 foot grassed area on the west side of Casselwood Street.
  - 4) Residents who own homes on Fairwood Court may park along the greenbelt area known as Tract K. Drivers must be careful not to park close to the curves of the road entering the cul-de-sac (this is a "blind spot").
  - 5) Residents not mentioned in A, B, or C above may park one car if necessary in the 10 foot grassed strip on the east side of Spring Street between Fairwood Court and Parkside Court since no homes face Spring Street in this area.
  - 6) Parking in front of the pool is for pool use only.

### **SPECIAL NOTES:**

- Please be sure to park completely on the grass strip. The road area cannot be blocked in order to allow for emergency vehicle access.
- Any car parked in an "Other Designated Parking Area" must be moved on the day when the lawn maintenance contractor cuts the grass. Call the Management Company to determine this schedule.
- Parking in these "Other Designated Parking Areas" is at the risk of the vehicle owner. The Association has no liability for loss, damage, theft, etc. **PARK AT YOUR OWN RISK.**

**The Board of Directors retains the right to change, add or delete other designated parking areas as necessary in the future to protect the rights and enjoyment of all Association members.**