

# **Rules and Regulations**

## **Casa Bella neighborhood Association, Inc.**

5 May 2010

Pursuant to the authority vested in the Board of Directors of Casa Bella Neighborhood Association, Inc. the following rules and regulations of Casa Bella Neighborhood Association, Inc. (the "Neighborhood Association") have been adopted at a duly called and noticed meeting of the Board of Directors on 5 April 2010. Terms not otherwise defined in the Rules and Regulations shall have the meanings ascribed to such terms in the Declaration of Covenants and Restrictions for Casa Bella at Hammock Dunes. All previously adopted, published and/or distributed rules and regulations are hereby canceled and declared null and void.

Section 1. Enforcement. Every owner and occupant shall comply with the rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Neighborhood Association, as amended from time to time. All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management company. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board of Directors whose interpretation of these rules and regulations and/or whose remedial action shall be final. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board of Directors, shall be liable to be fined by the Neighborhood Association for each such failure to comply or other violations of the rules and regulations. The Neighborhood Association shall give notice to each such person, firm or entity of the alleged violation and shall afford the party an opportunity for hearing before the Board of Directors of the Neighborhood Association. Such notice shall contain: (i) a statement of the date, time and place of the hearing, which dates shall be at least fourteen (14) days after delivery of the notice; (ii) A statement of the provisions of the Declaration, Articles, Bylaws of these rules and regulations which have allegedly been violated; and (iii) a statement of the matters asserted by the Neighborhood Association. If the Board of Directors of the Neighborhood Association deems it necessary, it may bring an action at law or in equity, in the name of the Neighborhood Association, to enforce these rules and regulations, including the provisions herein for fines. The Neighborhood Associations shall in addition be entitled to recover its costs and attorney fees incurred in enforcing these rules and regulations.

### Section 2. Use of Common Areas

2.1 The Common Areas of the Neighborhood Association are for the exclusive use of Neighborhood Association members and their immediate families, lessees, and occasional guests, accompanied by a member, and no other person shall be permitted to use the Common Areas of the Neighborhood Association unless accompanied by a Neighborhood Association member or a member of his immediate family, without the prior written consent or the authorization of the Board of Directors. Owners are financially responsible to the Neighborhood Association for damage to the Common Areas caused by themselves, their lessees, their tenants, guests and family members

## 2.2 Recreational Facilities.

Recreational facilities shall be used in such manner as to respect the rights of others, and the Board of Directors may regulate the duration of use, hours of opening and closing and schedule their use. Pool regulations are posted, as required by law, in a conspicuous place beside the pool area. Additional regulations for use of the fitness center equipment may be posted therein.

Section 3. Parking. The four (4) street side parking areas and the two (2) outside parking areas located in the motor court area of buildings 17, 18 and 19 for which an easement has been granted to the Neighborhood Association, are hereby designated as guest parking areas. Guest parking spaces are solely for the use of invitees and guests of the owners, lessees and occupants of residential units that have a currently valid Hammock Dunes Visitors Pass prominently displayed on the dashboard of the vehicle. Parked vehicles that do not display the proper Hammock Dunes Visitors Pass are subject to being towed, without further notice, at their expense. Passenger automobiles, vans and sport utility vehicles used for personal transportation, and not commercially, are permitted to park in the guest parking spaces. No boats, boat trailers, commercial vehicles, full sized trucks, pickup trucks, campers, motor homes, trailers, motorcycles nor any non-passenger motor vehicles shall be placed, parked, or stored upon any portion of the Common Areas except where totally isolated from public view, such as in a garage. Commercial vehicles, commercial trucks, pickup trucks, campers, motor homes, trailers, boats and boat trailers are prohibited in guest parking spaces. Vehicle maintenance is not permitted on the Common Areas or the guest parking areas. All vehicles must be currently licensed and no inoperable or unsightly vehicles or vehicles leaking petroleum based fluids may be parked in guest parking spaces. Commercial vehicles used by vendors while engaged in work in the neighborhood during normal business hours shall be exempt from this regulation for vehicles.

Section 4. Noise. No unit owner, lessee or occupant of a unit shall make or otherwise permit any disturbing noises to be made by them or their family, servants, employees, agents, guests, visitors and licensees, or permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other unit owners, their lessees or accompanied guests.. No one shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in their unit or in the vicinity of the pool or fitness center in such a manner as to disturb or annoy other residents. No one shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. No radio or television installation may be permitted in any unit which interferes with the television or radio reception of another unit. All motorized vehicles shall be in compliance with noise standards adopted by the State of Florida and those vehicles that are not in compliance shall be removed from Casa Bella property until such time that they are in compliance.

Section 5.Pets. Unit owners, lessees and other unit occupants may not keep in any Unit or bring upon the Common Areas any animals or pets other than dogs, cats, caged birds and aquarium fish which are usually and commonly kept as household pets, provided that any such permitted pets shall only be allowed to remain in the Unit if such pets are: (i) permitted to be kept by applicable laws and regulations; (ii) not being kept or raised for commercial purposes; and (iii) quiet, inoffensive and not a nuisance to other residents of the community. Further, pets shall be subject to the following conditions:

5.1 No pets shall be permitted in the pool area, leashed or unleashed.

5.2 Pets shall only be walked or taken elsewhere on those portions of the Common Areas and the Hammock Dunes common property designated by the applicable association or entity governing same from time to time for such purposes, if any.

5.3 Pet owners shall immediately pick up all messes and solid wastes from their pets and dispose of same appropriately.

5.4 Pets that are vicious, noisy or otherwise unpleasant will not be permitted on the Common Areas. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed .

5.5 Pets may not be kept on any patio or balcony area when the owner or lessee is not in the Unit.

5.6 The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

5.7 The Neighborhood Association may require registration of all pets and may establish reasonable fees in connection with same and/or may require pet owners to place a reasonable security deposit.

5.8 Violation of the provisions of this section shall entitle the Neighborhood Association to all of its rights and remedies provided herein, including, but not limited to, the right to fine unit owners, lessees or other occupants and/or to require any pet to be immediately and permanently removed from the community.

#### Section 6. Obstructions.

6.1 The sidewalks, driveways, parking spaces, lawns, entrances, passages, vestibules, and like portions of the Common Areas shall not be obstructed or used for any purpose other than for ingress and egress to and from condominium property; nor shall any carts, carriages, chairs, tables, or any other objects be stored therein or thereon.

6.2 The personal property of unit owners, lessees and other unit occupants must be stored within their respective Unit or designated garage area.

6.3 No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle shall be permitted on Casa Bella property at any time or used on the property at any time as a residence, either temporarily or permanently.

Section 7. Garbage. Disposition of garbage and trash shall be only by use of lidded trash receptacles and/or recycling bins. All unit owners, lessees or occupants must: (i) place trash in the trash receptacles securely bagged; (ii) bundle newspapers if being recycled, (iii) not leave or place garbage or trash outside the residential unit, and (iv) place the lidded trash receptacle and/or recycling bin curbside after dark the night before trash collection and return the empty receptacles to the unit garage before noon the day of trash collection. The requirements from time to time of the applicable governmental authority or trash collection company for disposal or collection of waste shall be complied with.

Section 8. Destruction of Property. There shall be no marking, marring, damaging, destroying or defacing of any part of the condominium property. Unit owners shall be held responsible for, and shall bear any expense of, such damage caused by said unit owner, their lessees, family, guests, and/or invitees.

#### Section 9. Hurricane Precautions.

9.1 A unit owner or lessee who plans to be absent during the hurricane season must prepare their Unit for such season prior to departure, designate a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, and furnish the Neighborhood Association with the name(s) of such firm or person.

9.2 All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather condition characterized by high winds.

9.3 The Board of Directors may, in accordance with Chapter 718, Florida Statutes, adopt additional rules and regulations regarding hurricane shutters.

Section 10. Balconies, Windows, Terraces and Doors.

10.1 No garbage cans, barbecue grills, propane tanks or other similar articles shall be placed on the balconies or Common Areas but must be kept or stored within the Unit or the garage associated with the Unit.

10.2 No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies or patios. No unit owner, lessee or occupant shall permit anything to fall from a window or sweep or throw from their Unit any dirt or other substance into any of the balconies or elsewhere upon the Common Areas.

10.3 No cooking, including barbecuing, shall be permitted on any ledge, terrace or balcony.

10.4 A unit owner or lessee shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of any portion of the condominium property, other than those items approved by the Board of Directors. No modifications, construction or enclosures shall be permitted on any balcony or terrace without the express written consent of the Board of Directors. The color, type and texture of curtains and drapes (or linings thereof) which face exterior windows or glass doors of Units shall be subject to the approval by the Board. Notwithstanding the foregoing, any owner or lessee may display one portable, removable United States flag so long as it is displayed in a respectful way.

10.5 No exterior lighting on any balcony or terrace shall violate any rule, regulation, order or guideline established by any applicable governmental or quasi-governmental body.

10.6 No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or on the Common Areas.

10.7 No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

10.8 All ledges, terraces and balconies must be maintained in a neat and orderly condition.

10.9 No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Common Areas without the prior written consent of the Board of Directors.

Section 11. Guests. Each owner shall notify the Board of Directors or the management company by written notice, in advance, of the arrival and departure of guests or family members who have permission to use a Unit in the owner's absence.

Section 12. Children. Children shall be under the direct control of a responsible adult. Children under the age of 12 may not use the pool or waterfront areas unaccompanied by an adult nor shall they be permitted to run or act boisterously on the condominium property. Skateboarding, "Big Wheels", or loud or obnoxious toys are prohibited. Children may be removed from the Common Areas for misbehavior by or on the instructions of the Board of Directors.

Section 13. Miscellaneous Rules.

13.1 Illegal and immoral practices are prohibited.

13.2 Lawns, shrubbery or other exterior plants shall not be altered, moved, replaced or added to without permission of the Board of Directors.

13.3 No glass items of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in a non-glass container.

13.4 No nuisance of any type or kind shall be maintained upon the Common Areas.

13.5 No owner, lessee or occupant shall permit anything to be done or kept on the Common Areas which will result in the cancellation of any insurance maintained by the Neighborhood Association, or which would be in violation of any law or building code.

Section 14. Legal Remedies. The Board of Directors shall have all legal remedies available under law, including, but not limited to, the right to impose fines for each violation of these Rules and Regulations, the Declaration or any other document relating to the Neighborhood Association.

Section 15. Additional Rules. The Board of Directors may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the condominium property and to waive or modify application of the foregoing use restrictions with respect to any portion of the condominium properties as the Board of Directors in its sole discretion deems appropriate. These Rules and Regulations do not purport to constitute all of the restrictions affecting the condominium property (including, without limitation, the Common Areas, the Residential Units and buildings). Reference should be made to the Declaration of Condominium for the Neighborhood Association and the individual condominium phases.