

Resolution Implementing Parking Policy Provisions Pursuant to Declaration of Covenants and Restrictions for Villas of Lake Arbor

WHEREAS, the Villas of Lake Arbor Community Association, Inc. (the "Association") is charged with the responsibility of enforcing the Declaration of Covenants and Restrictions for Villas of Lake Arbor (the "Declaration");

WHEREAS, the Declaration provides specific provisions and restrictions regarding parking and the use of carports within the community, as outlined in Sections 5.5, 8.11, and other applicable, adopted Rules and Regulations;

WHEREAS, the Association seeks to ensure compliance with these provisions and promote the orderly use of parking spaces and carports within the community;

NOW, THEREFORE, BE IT RESOLVED, that the Association hereby adopts the following policies and procedures to implement and enforce the existing parking provisions pursuant to the Declaration and previously adopted Rules and Regulations:

I. Parking Restrictions and Provisions

1. **Exclusive Use of Assigned Carports:** The carport(s) assigned to each Unit shall be for the exclusive use of the Unit Owners and their guests or designees, as provided in Section 5.5 of the Declaration.
2. **Use of Unassigned Parking Spaces:** Parking spaces located throughout the community that have not been assigned to individual Units or otherwise designated by Developer or Association assignment shall be available to all residents and their guests on a first-come, first-served basis. These spaces shall not be reserved, blocked, or otherwise used in a manner that prevents the free flow of traffic and/or Owner parking.
3. **Prohibition on Parking in Common Roadways:** No occupant's vehicle shall be parked in the common roadways or in such a manner as to impede or prevent ready access to another occupant's parking space or driveway.
4. **Prohibition on Unauthorized Parking in Other Owners' Spaces:** Occupants must not permit their guests, tenants, licensees, or invitees to park vehicles in the driveways or parking areas of other owners.
5. **Restrictions on Use of Parking Areas:** Driveways, garages, and parking areas are intended for the parking of licensed and registered transportation vehicles only and shall not be used for the storage or parking of recreational vehicles, equipment, or craft, or for the repair or servicing of vehicles.
 - a. Vehicle maintenance, inclusive of detailing, cleaning, or other cosmetic maintenance services shall be prohibited by a contractor on Association

Property and all Lots and Carports. Homeowners are allowed to detail, clean, and do cosmetic maintenance on their own vehicle.

- b. The Association shall permit on the Lots or Common areas the short term, emergency maintenance of vehicles, including tire replacement, battery “jumping” or re-charging, or any short-term storm maintenance which requires less than sixty (60) minutes of labor.
6. **Commercial Vehicle Restrictions:** No commercial vehicles shall be parked within the community except for the reasonable time required to allow the owner or operator of the commercial vehicle to make a delivery, provide a service, or otherwise conduct their business transaction. Overnight parking of Commercial and/or recreational vehicles is prohibited.

II. Carport Maintenance

1. **Owner Responsibility:** Maintenance of the carport(s) assigned to each Unit shall be the responsibility of the Lot or Living Unit owner. Each Owner shall maintain their carport in a good state of condition and repair at all times, including painting, cleaning, and/or repair (except in cases of an insurable or catastrophic event, as noted below, herein)
2. **Association Responsibility:** The Association shall, upon an insurable event, such as a hurricane, natural disaster, or other qualifying damage, repair and restore the carport to its original construction as required by the Declaration and Florida Statute. The Association shall not be responsible for day-to-day maintenance, nor shall it be obligated to repair damage that is NOT a qualified insurable or catastrophic event.
3. **Association Authority:** If an Owner fails to maintain their carport, the Association may undertake the necessary maintenance and repair, and all expenses incurred shall be assessed against the Owner and collected in accordance with the provisions of the Declaration.

III. Enforcement of Parking and Carport Provisions

1. **Violation Policy:** Violations of the rules, regulations, and Declaration provisions in connection with the use of vehicles on Association property, including parking within assigned and unassigned spaces and the maintenance of carports, shall be addressed in accordance with approved Association Violation’s policies.
2. **Declaration Enforcement:** The Association shall enforce compliance with the parking and carport provisions pursuant to the enforcement mechanisms provided in the Declaration.

3. **Legal Authority:** The Association may pursue compliance through the remedies provided under Chapter 720, Florida Statutes, including but not limited to the imposition of fines, suspension of amenity use rights, and legal action.

IV. Implementation

1. **Notification:** The Association shall notify all Unit Owners and residents of this Resolution and the parking provisions incorporated herein.
2. **Effective Date:** This Resolution shall take effect immediately upon adoption by the Board of Directors.

ADOPTED this 7th day of October, 2025, by the Board of Directors of Villas of Lake Arbor Community Association, Inc.

Board of Directors

Villas of Lake Arbor Community Association, Inc.