

Countryside at Welleby



Homeowners Association, Inc.

Rules & Regulations

Updated March 2023



Townhome living in the heart of Sunrise.

The Countryside at Welleby Homeowners Association, Inc. is a single family residence consisting of townhomes.

The Board of Directors is authorized by the By Laws, and Declaration of Covenants, Conditions and Restrictions, and the laws of the State of Florida to make and enforce such rules of conduct, as are necessary for the health, welfare, safety and common good of all residents, and for the maintenance and protection of the common areas and limited common elements.

On July 12, 1994 the Board of Directors approved to enforce all Rules and Regulations set forth in the homeowner's documents, along with new rules which were established.

These rules should greatly help in the smooth functioning of our Association. Unit Owners will be notified should any changes in the rules be made.

It is the responsibility of individual homeowners to make guests and lessees aware of these rules.

The Board of Directors has authority to establish penalties and/or fines for any infractions of the documents.

Violations shall be evaluated by the Board of Directors, and determine whatever course of action it deems necessary to correct the situation.

ASSOCIATION MAILING ADDRESS

Countryside at Welleby HOA, Inc.
c/o South Florida Property Management
10250 NW 33rd Place
Sunrise, FL 33351
(954) 378-9667

Countryside at Welleby HOA, Inc.

Rules and Regulations

USE

Units are restricted to residential use as a single family residence. No nuisance shall be allowed upon any Unit or any use or practice that is a source of annoyance to other Unit Owners, or interferes with the peaceful possession and proper use of the Units by residents thereof. No immoral, improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

BY LAWS

The Board of Directors is authorized by the Homeowners Association Documents to have reasonable powers necessary to operate and maintain the Association.

COMMON AREAS

The Common Area shall mean all real property (and interest therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Owners. The Common Areas shall consist of all portions which are not Units, nor dedicated to a governmental entity or the public, and shall specifically include the recreation area containing the swimming pool, the access roads to the Units, and open spaces of the properties which are not Units.

DOCUMENTS

Each unit when purchased was given a set of Documents. It is the individual Unit Owners responsibility to understand and follow these Documents. These Documents run with the land and bind Unit Owners, Lessees, and Guests. These Documents must be transferred with the sale of each Unit. The documents are the fundamental governing rules for our Homeowners Association. Copies of the By Laws and the Declaration of Covenants, Conditions and Restrictions can be obtained for \$150.00 by contacting **(954) 378-9667**.

GUESTS

Unit Owners are responsible for any damages to Common Area done by themselves, their children, lessees and guests. Unit Owner will be held liable for any damages caused to the Common Elements, and Recreation Area by his/her Tenants, guests, and invitees of tenants.

Unit Owner will be responsible for any violations of Homeowner Association Rules by his/her lessee or guests. (A bill for damages will be sent to Unit Owner.)

INSURANCE

Insurance, both property damage and liability, covering the Common Elements is placed by the Board of Directors in accordance with the Association's Homeowner Documents.

The Association also maintains a Blanket Fidelity Bond, for all Officers, Directors, Trustees and Employees of the Association and all other persons handling or responsible for funds of or administrated by the Association. This Fidelity Bond shall name the Association as an obligee.

Each Unit Owner or Tenant is responsible for insurance coverage of his own personal property, which includes fire and standard extended coverage insurance on the dwelling and all other insurable improvements situated upon Owner's Unit, as well as personal liability coverage for injuries to persons in his/her townhome.

LIMITED COMMON AREAS

Please do not adjust any equipment of the Common Elements, except as authorized by the Board of Directors.

No Debris of any kind is to be dropped in the lake or pool.

No temporary or permanent utility or storage shed, building, tent, structure or improvements shall be constructed, erected or maintenance on Common Areas, without the prior approval of the Board of Directors.

No outdoor clothes drying shall be allowed. No trash or debris is to be left in front of Units.

MAINTENANCE

Unit Owners are responsible for the repair, maintenance and/or replacement at his/her expense for all portions of his/her unit, including but not limited to, the dwelling and all other improvements constructed on his/her unit, and all vegetation thereon. Unit Owners are asked to refrain from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without prior consent from the Board of Directors. All Units shall be kept in clean and sanitary manner, and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All units shall be maintained in good condition.

Unit Owners are not to call upon maintenance employees of the Association for any private (unit) work, unless such arrangement is made for off duty time. Nor are Unit Owners to attempt to direct or harass such employees of Association.

NOISE

All unnecessary noise should be avoided. Radios, stereos and televisions should be turned down to a minimum volume between the hours of 10:00 p.m. and 8:00 a.m. Noisy repairs or any construction within your Unit must not be done before 8:00 a.m. nor later than 10:00 p.m.

PLANTING

No Unit Owner may plant any tree, shrub or any landscaping on Common Elements without written permission from the Board of Directors. Any plantings done without approval can be removed by the Board of Directors and the Association will not be liable for any damages to said plantings. The Board of Directors has authority to plant, remove, prune, or otherwise change or replace any plants, bushes, etc., upon the Common Elements.

PARKING

1. Landscaped or grassed areas are strictly prohibited to be used as thoroughfares, shortcuts, or parking areas. Park in designated spot only. Vehicles violating the above will be fined/towed.
2. There will be no parking in the roadways anytime due to Fire Department regulations. Violators will be stickered and fined, or towed.
3. There is a posted speed limit of 10 miles per hour in the complex.
4. Any vehicles that are parked on the properties, with expired auto or motorcycle tags will be fined/towed. They are considered abandoned vehicles.
5. No boats or trailers shall be parked on the property at anytime. No business vehicles or trucks which are $\frac{3}{4}$ ton capacity or larger shall be parked on the property. If this infraction occurs, said vehicles will be fined/towed at the owner's expense.

TOWING

Any vehicles, because of infractions of parking rules will be towed away at the Owners expense, or the Owner of such vehicle is subject to fining by the Association.

The company registered with the property and authorized to tow-away vehicles improperly parked is:



TowMaxx Towing
3816 NW 49th Street
Tamarac, FL 33309
(954) 597-6013

All towing of improperly parked cars/vehicles will be at the Owner expense.

SIGNS

No signs, including for rent, for sale, or open house may be put on Common Elements, windows, doors, fences, automobiles parked within the Association Common Areas, or on any Unit within the properties without written approval from the Board of Directors.

POOL

The swimming pool is for the use of the Unit Owners, Lessees and their Guests. Anyone entering pool area must have a guest or resident pass. Any one without passes will be considered trespassing. The swimming pool is a private pool.

1. The pool and pool area may be used only from 1/2 hour after dawn till 1/2 hour before sunset. Unit Owners, lessees and guests use the pool at their own risk. Unit Owners, lessees and guests must obey all rules posted in pool area.
2. No parties utilizing the pool are allowed.
3. Children under the age of twelve (12) years are not permitted in pool or pool area unless supervised by an adult or parent.
4. No animals of any kind allowed in pool area.
5. Cigarette butts and all litter must be put in proper receptacles.
6. Radios, TVs, tape players, should be kept at moderate levels.
7. Shower before entering pool. No bicycles allowed in pool area.
8. Chairs and lounges may not be removed from pool.
9. No suntan lotion in pool.
10. No glass or food in pool area.
11. Children in diapers must wear rubber pants while in the pool.
12. Diapers must be disposed of in dumpsters only.
13. No diving

DUMPSTER

No garbage cans or trash containers shall be kept on Unit where visible outside of Unit. Each Unit Owner is responsible for depositing his/her garbage and trash in dumpsters, located in a designated trash area. No trash or garbage is to be left outside dumpsters or dumpster areas.

Unit Owners are responsible for braking down all boxes so they can fit inside the dumpsters. Do not throw mattresses, grills or any bulk trash in the dumpsters.

Unit Owners/Tenants proven to be in violation of dumpster regulations will be fined.

RENOVATIONS

No building, outbuilding, garage, fence, wall, retaining wall, temporary or permanent storage shed, tent, or other structures of any kind shall be erected, constructed, placed or maintained on the properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant/Builder, be altered, changed, repaired, or modified unless prior to the commencement of any work thereof, a complete set of working plans including, as applicable, front, side, and rear elevations, and floor plans, and two (2) plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval in writing by the Board of Directors. The foregoing prior approval is intended to specifically apply to the painting of the dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or improvements on a Unit.

1. No swimming pool, Jacuzzi or similar structure of appurtenant equipment shall be constructed, erected or maintained on any Unit such that it is visible from any street without prior approval of the Board of Directors.
2. No television or radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, without approval of the Board of Directors.
3. Any screened patios, slab extensions, screen doors, and solid patio roofs must conform and must meet with Association design and colors specified. All solid roofs for screened patios will be WHITE aluminum, and all screened doors will be BROWN aluminum. All of the above mentioned must get prior written approval from the Board of Directors before any work is started. A sample of the patios solid roof material is also required. All requests for approvals must have a set of plans with all dimensions.
4. In the event that the Board of Directors shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans submitted to it for approval, the same shall be deemed to have been approved.
5. Any agent or member of the Board of Directors may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Board of Directors under construction or in which the agent or member may believe that a violation of the covenants, restriction, reservations, servitude's or easements is occurring or has occurred.
6. All Units in the Association will be painted when the Board of Directors deem it necessary. All units will be painted the same color as when constructed by the developer (exterior only) and must be painted in the colors and paint used by the developer. **The Exterior paint information is:** Sherwin Williams Exterior Super Paint Satin Color 6378, cript linen.

CHILDREN

No bicycles, or other toys shall be left in/or on Common Areas.

No children are allowed to play ball up against bathhouse wall.

Children are strictly prohibited from playing with sprinkler heads on the Common Areas.

No children are to deface or write on any portions of the Common Area.

No children are to climb the dumpster area walls.



Make safety a priority!

FINES

Homeowners are tenants in violation of the rules and regulations will be notified in writing. Notices will include the time frame for satisfactory resolution if appropriate. If the violation is not remedied within the allotted time, a fine of \$100.00 per day up to \$1000.00 will be placed on the account of the Homeowner.

NO FEEDING OF WILDLIFE is permitted on HOA property or be subject to a Violation and Fine of \$100 per incident reported.

NO BULK DUMPING outside of specified times, i.e. Thursday afternoon & evenings or be subject to \$100 fine per incident.

NO PETS IN POOL AREA or be subject to fine of \$75 per incident.

NOT PICKING UP AFTER YOUR DOG fine of \$75 per incident.

Homeowners will receive notices of violations of their tenants. Fines for violations by tenants will be the responsibility of the Homeowner. Fines are treated the same as dues and assessments. Failure to pay issued fines will result in a lien being placed against the Unit.