

# **Wyndtree Phase 2 Assn., Inc.**

**Bentley & Carlton**

## **Rules & Regulations**

Revised September 20, 2021

# Rules & Regulations

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## **Wyndtree Phase 2 Assn., Inc. Introduction**

These Wyndtree Phase 2 Assn., Inc. Rules & Regulations have been adopted by the Board with the intent of preserving the quality of life that we all expect. The Board's goal is to maintain our community as a first-class neighborhood and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood. Each buyer of property within Bentley and Carlton is bound by the governing documents of Wyndtree Phase 2 Assn., Inc. that includes the Declaration of Covenants, By-Laws, Rules & Regulations, and Architectural Guidelines.

Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

- Living in a deed restricted community means one must adhere to Rules & Regulations due to the necessity for architectural conformity and the demands of the Declaration of Covenants and By-Laws, which exist for the benefit of our community and help to maintain our property values.
- All homeowners have the right to petition the community to change a regulation if you feel that a particular regulation no longer applies or is unduly restrictive to the majority homeowners.
- Homeowners found in violation will be fined and they must remember this action is taken because the majority of homeowners in Bentley and Carlton consider it to be just and proper.

Effective Rules & Regulations require the cooperation of all residents of the Association. Each resident's cooperation and participation is encouraged. This is your Association and these are your Rules & Regulations.

## Rules & Regulations

When the Association declares a property unsightly, the homeowner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association will impose fines and may have the work performed and will bill all expenses to the homeowner.

### Article I. Up-Keep

#### Section 1.01 Landscaping must be regularly maintained:

1. Cutting the lawn
  - a. Weekly April through October, then bi-weekly as per lawn maintenance service.
2. Edging (same schedule as cutting) for the following areas:
  - a. House
  - b. Garden
  - c. Driveway
  - d. Sidewalk
  - e. Street
  - f. Mailbox
  - g. Screen Enclosure
3. Remove the weeds from the following areas:
  - a. Driveway
  - b. Sidewalk
  - c. Garden
  - d. Street
4. Trim the following:
  - a. Hedges, defined as property dividers and not to exceed six (6) feet.
  - b. Bushes
  - c. Trees
5. Water the lawn weekly when there is a lack of precipitation in accordance with state and/or county restrictions.
6. **Amended 7/2/2013 and 9/20/2021:** Repair dead lawn or diseased spots with the placement of ONLY St. Augustine or Floratam sod or plugs, keeping in line with the original design by the developer(s) of the Phase 2 community.
7. All major landscaping modifications and/or changes, defined as total replacement of trees or hedges must have prior approval from the Board. Replacement of small plants, flowers and bushes do not need board approval.

## Article II. Maintenance

### Section 2.01 The exterior of the dwelling must be maintained free of:

1. Damage
2. Rust Stains
3. Peeling paint and/or fading paint
4. Damaged windows
5. Damaged screens
6. Mold, Stains, and Dirt on:
  - a. Screen enclosure
  - b. Roof
  - c. Windows
  - d. House
  - e. Mailbox
  - f. Driveway
  - g. Sidewalk
  - h. Curbs
  - i. Fences
  - j. Walls
  - k. Gutters
  - l. Gutter downspouts
  - m. Soffits.

## Article III. Regulations

### Section 3.01 Vehicles:

1. Vehicles shall be parked only in the garage or the driveway without blocking the public sidewalk.
2. Vehicles may not be parked on the lawn.
3. Vehicles displaying advertising placards or signage may not be parked on the lot unless parked in the garage and out of sight of the other homeowners and the public.
4. Vehicle size must be such that it can fit inside the garage with the garage door closed.
5. Any motor vehicle which is inoperative, unlicensed or not being used for normal transportation shall not be permitted to remain on any lot unless out of sight to other homeowners and the public.
6. **Added 5/17/2010:** Any utility trailer, motorcycle, camper, recreational vehicle, travel trailer, camping trailer, truck camper, motor home, boat or boat trailer may be parked on the driveway of Properties during daylight hours. If it is necessary for said items to be left in the driveway overnight, prior approval will be needed from the Board of Directors. Any violators will be subject to a fine.

### **Section 3.02 Annual Garage Sales:**

1. Wyndtree Phase 2 Assn., Inc. annual community garage sale will be held in the month of February or other month, as specified by the Board.
2. Residents may have one “moving out and one moving in the neighborhood” garage sale.
3. All other garage sales are prohibited.

### **Section 3.03 Storage of Materials, Garbage, Dumping, Recycling, Etc.:**

1. **Amended 5/10/2016 and 9/20/2021:** No lot shall be used for the storage of rubbish, trash, recycling, garbage, or other waste and such material shall not be kept on any Lot except in sanitary containers properly concealed from public view. Said containers may be placed curbside no earlier than the evening prior to collection days and removed from curbside by the end of trash collection day.
2. The maximum number of times per year that a portable storage/moving container can be brought onto the property is two (2), for a maximum period of four (4) days each occurrence.
3. **Added 9/20/2021:** Homes must be kept in a neat and tidy manner and outside storage of miscellaneous items left in public view is not permitted. Such items include, but not limited to, ladders, coolers, water bottles, construction items, unraveled hoses, etc.

### **Section 3.04 Animals and Pets:**

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except for cats, dogs, and other household pets not kept, bred, or maintained for any commercial purposes. No person owning or in custody of a dog shall allow the dog to stray or go upon any other Owner’s Lot without the consent of the Owner of such Lot. No more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner’s Lot.

### **Section 3.05 Fireworks Prohibition: Added June 23, 2015**

1. In the interest of avoiding personal injuries and/or damages to real property, including damages from fire, Wyndtree Phase 2 Homeowners Association prohibits the igniting or discharging of all fireworks, as defined in the Florida Statutes, Chapter 791.
2. Firework or fireworks mean any composition of device designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Commercial and consumer fireworks, pyrotechnic articles, display fireworks, and similar special effects are strictly prohibited.

3. In alignment with said statute, “fireworks” do not include sparklers and novelties/trick noisemakers, snake worms, party poppers, and snap-peas. Caution should be used and adult supervision where appropriate.
4. Assessment of Fireworks Violation Fines:
  - a. The violation by any owner, co-owner, occupant, or guest of any of this regulation will be grounds for assessment of monetary fines by the Board of Directors.
  - b. \$100.00 each violation occurrence.

## **Article IV. Architectural**

### **Section 4.01 Construction Period**

1. The initial construction of all structures must be completed within six (6) months after commencement of construction.
2. The extension of the construction will be determined by the Board in its sole discretion.
3. All construction shall be completed within the time limits established by the Board at the time the project is approved.
4. No Owner shall cause any changes to be made on the exterior of their dwelling, the same or new painting, or roof replacement without the prior consent from the Board.

### **Section 4.02 Standard Mailboxes:**

1. All mailboxes will remain uniformed in style, design, color, and location according to original installation or replacement installed as approved by the Board.
2. General maintenance of the mailboxes will be the responsibility of the individual homeowner.

### **Section 4.03 Fences, Walls, and Hedges: Amended 1/23/17 and 5/20/2019**

1. The following are permitted upon prior approval by the Board:
  - a. Plastic fencing (pvc)
  - b. Cast aluminum fencing
  - c. The maximum height is six (6) feet.
  - d. If the fences, walls, or hedges run along the boundary of any portion of ponds, lakes, water body, common area, land reserve, they will not exceed three (3) feet in height.



## Article V. Penalties

### Section 5.01 Fines: Amended 5/17/2010, 7/2/2013, 2/7/2017, and 3/18/2019

The Association shall have the authority to levy fines against an Owner for each and any violation of the provisions of the Declaration of Covenants and the Rules & Regulations, provided that any such fine shall only be levied in accordance with the applicable provisions of Chapter 720, Florida Statutes. The maximum fine to be levied against an Owner shall not exceed the lesser of \$100 per violation per day or the maximum amount of \$1,000.00. A fine may be levied against an Owner for violations committed by any tenant, guest, licensee, or invitees of such Owner.

1) For an immediate (other than maintenance) violation, including but not limited to non-compliance of the following:

Declaration of Covenants:

Article IX, Section 9. Vehicles

Rules & Regulations, Article III Regulations:

Section 3.02 Annual Garage Sales

Section 3.03 Storage Materials, Garbage, Dumping, Recycling, etc.

Section 3.05 Fireworks Prohibition

The Association may levy an immediate Owner fine. The fine amount will be \$100 per day to a maximum of \$1,000 in a ten (10) day period.

2) For a homeowner maintenance violation, a letter identifying the violation(s) will be sent to the Owner, providing a 30 day timeframe for correction. Failure to comply may result in a fine by the Association. The fine amount will be \$100 per day to a maximum of \$1,000 in a ten (10) day period.

The Owner's notice of fine will offer an opportunity, with a minimum of fourteen (14) days notice, of a hearing with a Fine Review Committee, established by the Board and consisting of non-board members, and provide the date, time, and location. The Owner will have the opportunity to attend said hearing and discuss, dispute, and/or confirm compliance via documents or photos. Should the Owner fail to attend the hearing, the Owner waives their rights to dispute the fine by the Association for non-compliance of the governing Documents.

Subsequently, a final letter will be sent to the Owner rendering judgement/invoice.

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The original Rules & Regulations of Wyndtree Phase 2 Assn., Inc. were adopted by the Board of Directors together with the Members support and participation at the December 17, 2007 Special Meeting as a supplement to the Declaration of Covenants, Article of Incorporation, and By-Laws. The Board may modify these Rules & Regulations from time to time as needed. However, should a conflict arise, the Declaration of Covenants, Articles of Incorporation, and By-Laws will prevail.