

HOA RULES AND REGULATIONS



EFFECTIVE August 1, 2021

These Rules and Regulations replace any prior Rules and Regulation and are deemed to be the current Rules and Regulations as of the effective date.

Please read carefully

Where there is a conflict with Florida law Florida law supersedes.

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1. Moving to Chelsea Estates and Joining the Association

Everyone who intends to purchase a unit and move to Chelsea Estates must submit a standardized application to the Board of Directors for their review and approval.

The New Resident Purchase Package, is always available on the association's community website, ChelseaEstatesHOA.com. All applications and other requirements By the Board of Directors must be completed prior to moving-in.

Every new unit owner must be approved by the board of directors. The approval procedure includes an acknowledgment of the Rules and Regulations and By-laws.

Approved new unit owners will be instructed of the move in and registration procedures. For moving in or out, each unit must abide by the Move-In / Move Out rules and regulations.

2. Rules and Regulations for Moving In and Out

All moving trucks, U-hauls and large flatbed trucks must enter through the main gate and MUST exit through the gate on 68th street to avoid damage to the main gate while turning to exit.

Unit owners are solely responsible to inform movers, and / or moving companies of this mandate.

Any damage to gates, or common areas resulting from a move in /move out will be the sole financial responsibility of the unit owner. Fines may also be imposed.

All moves and furniture deliveries must take place on weekdays between Monday through Saturday, during the hours of 9:00 a.m. and 7:00 p.m. Moves must not be made on Sundays to avoid disturbing other unit owners. Board of Directors permission is required

All boxes, packing materials, etc. must be removed by the movers or delivery companies. Such items must not be disposed of in the common areas. Any trash left or cleaning required on the premises will be at the expense of the unit owner.

3. Rules and Regulations for Tenants Leasing and Renting a Unit

All Unit Owners must notify the Association, or management firm of his/her intention of leasing or renting their property. Association approval is required before any leasing or rental of the property.

The Board of Directors must be given 30 days to process application and approve or not approve a prospective tenant. This provides necessary time needed both for prospective renters, and for the association to approve.

Approval to proceed with your leasing or rental is conditioned on the assurance that the Unit Owner's lease or rental does not surpass the required 10% maximum rental rule at Chelsea Estates. There shall be no more than 10% of all units leased or rented at Chelsea Estates. Any owner wishing to rent their unit must follow the 10% rule and or put themselves on a waiting list.

No Unit Owner may lease or rent his Unit if delinquent in the payment of any Assessments.

The sub leasing or sub-renting of a Unit Owner's interest is not permitted. The use of part of the Owner's Unit may not be used as a Short-Term rental such as Airbnb rentals.

The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform type of lease to be used by all Unit Owners intending to rent/ lease.

An addendum will be added to those leases that do not cover or include some of the mandates or requirements for renting or leasing a unit at Chelsea Estates.

A copy of The Rules and Regulations must be signed by the prospective unit renter/lessee.

All rental agreements must be sent to the office for approval within thirty (30) days in advance of arrival. All leases must be approved by the Association.

All prospective renters/lessees 18 years or older must have an official background check.

Children of renters /lessees will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the property and including full compliance by them to these Rules and Regulations and all other rules and regulations imposed by the association.

A Lease/rental agreement may be for not less than twelve (12) months and not more than two (2) times per year. Leases MUST be renewed yearly and background checks re-done by all over 18.

All new renters/lessees will pay Chelsea Estates a security deposit equal to one months rent. This security is to secure common areas including gates and park equipment that may be damaged by a renter/lessee. The deposit will be reimbursed 30 days after the termination of the lease, or move.

4. Rules and Regulations of Units

An owner shall occupy and use his / her unit, for himself / herself, the members of his / her family, his / her social guests, and lessees, and for no other purpose.

Owners shall not use or permit the use of their units in a manner that disturbs or is a nuisance to other unit owners or residents, or in a manner that would be illegal, immoral, improper, or that would cause damage or injury to the reputation of the association.

No industry, business, trade, occupation, or profession of any kind, is to be conducted, maintained, or permitted in any unit to the extent that it violates local ordinances or places any undue burden or disturbance upon the community or its residents, including additional trash generated, deliveries, customer visits, etc.

No unit can be used as a day care facility, an elderly care facility, ALF or any other type thereof.

Exterior storage units must not be taller than six feet. These are only permitted in the backyard area, within the legal property grounds, if fenced as to not obstruct or disturb the view of other residents.

Garbage bins must be placed on side of house. Can be placed out after 5 PM the day before pickup and must be removed before midnight the day of the pickup

Exterior of units may not be closed off or fenced off. This includes any and all areas that are visible to the rest of the community.

All fences and fence doors must be approved by the board of directors. They must comply with the rules and regulations as the aesthetics of the community. Fences cannot obstruct the view of the lakes or the common areas.

No objects can be placed in any common area without the consent of the board of directors. This includes but is not limited to bumpers, directional signs, Basketball hoops etc.

Exterior storage units must not be taller than six feet and only allowed in the backyard area, within the legal property grounds.

No clothes, sheets, blankets, laundry, rugs, or any kind of article shall be hung out, placed or exposed to any of the common areas or any part of the exterior of the front of the units.

No signs, other than the alarm company signs on front lawns or window decals, shall be affixed to or placed upon the exterior walls or roof, lawns or any part thereof, except with the prior written approval of the BOD. US Flags and armed forces flags allowed on holidays are exempt from this rule.

Holiday decorations may be put out two weeks prior and removed one week after the holiday. Halloween decorations may be placed Oct 1, Thanksgiving after Halloween, Christmas after Thanksgiving , and must be removed January 10th. Christmas trees must be disposed of by January 10th.

Hurricane shutters may be installed 7 days before an impending storm, and must be removed 10 days after the storm has passed. Unit owners must follow hurricane preparedness guidelines from the National Hurricane Center.

No garage sales are allowed in the community.

Children's welfare and actions will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the property common areas such as park, and including full compliance by them to rules and regulations imposed by the association.

5. Unoccupied units

Unit owners are responsible for the safety and maintenance of unoccupied units.

Unit owners of unoccupied units must stop delivery to their mailbox or have their mail collected daily.

6. Unit Modifications, Repairs, and Contractor Work

The following procedure is the standard application / approval procedure for any exterior modifications, alterations, repairs, or any other work involving a contractor in a unit:

Each owner planning a modification, alteration, repair (including do-it-yourself projects), or any type of work involving a contractor or handyman in the exterior of a unit, **must complete an Architectural Modification Form with a full description of the work to be performed, with the projected time of completion, and submit it to the management office 30 days before any work commences. before any work commences. The approval of the board is required.**

If a project requires any **structural modification or alteration to be made, or any type of modification, alteration, or repair of the unit's exterior walls, windows, doors, garage doors, window or door frames, fence, fence door installation, or change of the driveway, including paint, the addition of any canopies (toldos), and pergolas, written approval of the association is required**, which may be withheld if a majority of the board of directors determines, in their sole discretion, that the proposed work would adversely affect or in any manner endanger the property or does not conform with the aesthetic value of the community. Board of directors will determine on the basis of the provided work description if board approval is required.

Only 2 colors are permitted in painting the structure of a house, this would include building and trim/garage and doors.

No metal roofs are permitted. Roofs are to be tile roofs. No roofs are to be painted black.

The Board has a sample book for roofs, driveways, and house colors in keeping with the integrity and aesthetics of the community. Please make a request by e-mail for review of such.

Board of directors will determine permit, license, and insurance requirements for the proposed work and request corresponding documents from the unit owner or contractor.

In cases of dispute regarding board approval, license or insurance requirements, the board will be the sole authority in making a final decision. The work can be scheduled after all required documents have been received and board approval has been obtained. Emergency repairs are excepted from the approval procedure. Proper notice must be given immediately to board of directors.

No modifications, alterations, repairs (including do-it-yourself projects), or any type of contractor work will be performed in the exterior of a unit or its porch / patio areas by anyone before 9:00 am or after 6:00 pm. No work will be performed on Saturday or Sunday or any nationally recognized holiday. If this rule is violated, a fee of \$100 will be charged to the unit owner. Emergency repairs are excepted from this rule.

Emergency repairs with the purpose of responding to acute safety or security hazards, preventing damage, or restoring the electric power supply, cold or hot water supply, air conditioning, or the telephone or internet connection of a unit are excluded from the approval requirements.

All trucks, including contractor trucks must enter through the 64th street entrance and must exit through the 68th street exit. It is the sole responsibility of the owner to advise contractors of the entry and exit of their trucks to prevent damage to gates.

Any and all repairs incurred to gates, street, and all common areas during caused by contractors in the course and duration of their work will be the responsibility of the unit owner. Fines and attorney fees will be paid by the owners.

All contractors must exercise proper care and procedures. Any damages incurred by contractors, delivery of materials or removal of construction garbage and or debris will be the responsibility of the owners.

All trash, construction materials, etc. must be removed by the contractor in a timely fashion. Construction materials, debris and any garbage or refuse cannot sit in front of house indefinitely. An estimated time of completion must be estimated and reported to the association when application is requested.

All trash, construction materials, etc. will not be permitted to be disposed of in any area of the community. Any trash, debris, or construction materials left on the premises will be removed and the unit owner will be billed and a fine will be imposed for the cost of removal from the premises.

The common areas of the community, including main entrance, must be left clean and without damage to sidewalks, green areas, and streets. Any required cleaning will be done at the owner's expense.

Any damage to the common areas resulting from work on a unit will be the sole financial responsibility of the responsible unit owner and charged to their account.

7. Rules and Regulations for Domestic Pets and Animals

The rules and regulations for pets and animals apply to residents' pets / animals as well as to visiting pets / animals and for residents and visitors dealing with resident and visiting pets / animals (such as a maid, dog sitter or friend who comes to the community to walk a resident's dog) likewise.

The board of directors can revoke the approval of a pet / animal if justified complaints have been received, the case has been processed by the grievance committee, and the pet / animal owner seems to be unwilling or unable to solve the problem that gave rise to the complaints. In such a case, management will inform the pet / animal owner about the board's decision in writing and request removal of the pet / animal from the premises within 28 days. Examples of this may be excessive barking, abandonment in the common areas, biting, aggressiveness, county forbidden breed, etc.

Cats and other types of animals are to remain inside the unit and not roam freely in the common areas.

The minimum fine for pet violations is \$100 per documented incident.

A pet / animal is not allowed outside of a unit unless it is in the custody of its owner/competent adult and on a leash.

The resident is responsible for picking up after their pet / animal's fecal deposits. A plastic bag is suggested. If fecal deposits are left on any of the grounds, including yours and your neighbors', it constitutes a violation of the rules and regulations and resident will be fined accordingly at a \$100 per incident. Please be aware many neighbors have cameras.

Any damage to the common grounds will be the full responsibility of the pet / animal owner, and the owner shall pay for any and all expenses involved in restoring damaged property to its original, new condition.

The pet / animal owner shall be financially responsible for any personal injury or property damage caused by his / her pet / animal to any unit owner, visitor, occupant, or staff member.

It is absolutely forbidden to leave a pet / animal unattended in a common area or left barking in a backyard for extended periods of time. The minimum fine for a dog barking in a patio for more than 30 minutes is \$100 per incident.

The rules and regulations apply to service animals such as guide dogs.

Any loose animals will be reported to Animal Services. It is the owner's responsibility to safely secure pets when in back yards. Check for holes and loose gates. A \$100 fine will be imposed for dogs seen loose or escaped from yards.

8. Rules and Regulations for Receiving Mail and Packages

Each resident is responsible for allowing access to delivery companies, through the intercom system.

Boxes and deliveries must be placed in the unit's porch.

Residents are responsible for any theft or loss.

9. Rules and Regulations for Driving and Parking

The speed limit throughout the entire neighborhood is 15 miles per hr.

Only vehicles that fit within the driveway can be parked in such.

NO portion of the sidewalk can be used for parking.

Unit owners and residents are expected to fill their assigned parking spaces with their own and visiting vehicles.

All residents must register all of their motor vehicles with the board of directors.

NO large working or commercial vans, cargo trucks, Dooley pick-up trucks, with or without signs are permitted to remain in driveways except for those performing repairs on a property and only until 5:00 pm.

NO boats or any other type of maritime vehicles are allowed to be parked in the driveway.

Maritime vehicles parked in the rear or side of a unit, must be within the legal grounds of the property, the property fenced and not pose any disturbance to the community.

Overnight vehicles parked in a common area can be subject to towing at the owner's expense.

Management and/or board of directors will have authority to order towing of improperly parked cars at the owners' expense where ever a sign is posted.

NO vehicle with business advertisements or lettering is permitted to be parked on the premises outside of the designated working hours of Monday through Friday from 9:00 am to 5:00 pm unless specifically approved by the board of directors or grandfathered in before these new rules and regulations.

Vehicles coming for emergency repairs are exempt from this rule.

NO maintenance of any kind or detailing of vehicles is permitted anywhere on the premises; this includes the driveways and all common areas.

NO motor vehicle that cannot operate on its own power or with an expired tag shall remain on the premises for more than 24 hours, and no repair of motor vehicles shall be made on the premises.

Vehicle owners are responsible for cleaning up oil spills and other hazardous spills caused by their vehicles.

Any required cleaning by the association's staff will be done at the resident's expense.

Bicycles cannot be placed or left in any of the common areas.

Shopping carts are not allowed in any of the common areas or driveways.

Golf carts will follow the same rules as cars. (Speed etc).

10. Rules and Regulations for Common Areas and Recreation Facilities

No hunting, fishing or use of firearms shall be permitted anywhere in the community. Any animal abuse, harm caused to the lake ducks or the running over with vehicles will be reported to the local authorities and be fined accordingly.

The use of the community's amenities follows the residents of a unit. Owners who have rented their unit are not permitted to use any amenities of the community, including the lakes, parks, and parking in any common area. Guests/non-residents are only permitted to use the community's amenities while accompanied by a resident. Children under 14 years of age in the common areas must be accompanied and supervised by an adult.

NO Pets are permitted inside the lakes.

Only young children accompanied by an adult are allowed to use the park equipment. No adults or teenagers may use any of the park swings or equipment designed for small children.

NO loitering in park after sunset.

Certain common areas – such as the green areas, park, lakes, and the entire gated driveway areas, which are a vital area of ingress and egress to and from the community should be kept clear at all times and should not be used for social gatherings, sports activities, playing, child care, loitering, or any other non-business or leisure activity. Board of directors and staff have the authority to demand immediate cessation of such activities.

Common areas should be kept clean of any and all palm fronds, plant growth and shrubbery which belongs inside an owners property. The association is NOT responsible for plants falling or overgrowing from an owners yard into a common area and, they will not be picked up by the association. The responsible unit owner will be fined per diem until corrected. No trees or plants shall be planted in common areas without permission. Absolutely no fruit trees can be planted in the common areas, especially around the lakes! This brings rodents! Rats are common and have been sighted by many owners who live by the lakes.

Unit owners, their lessees, families, and guests should not appear in inadequate, offensive or sexually explicit attire in any of the common areas.

NO common areas are permitted to be reserved for private functions.

Food or beverages are not to be consumed in any common area, including the lakes, parks or green areas. Absolutely **no glass** is permitted in any common area. Any expense related to glass breakage in these areas will be borne by the responsible unit owner or resident. Any trash or other debris left in a common area by a unit owner, resident, or guest is the sole responsibility of that owner or resident. If necessary, a fee will be charged to have the area cleaned by the association's staff.

The type, color, and design of furniture, fixtures, and equipment (FFE) that may be placed and used in the common areas, may be determined by the board of directors. Unit owners and residents shall not remove, borrow, rearrange or use any of the community's FFE except for its intended purpose in the common areas, and they must not place or use additional items in these areas without approval by the board.

The use of manual force to open the gates or manipulation of the surveillance system is a serious violation and a fine will be imposed upon violators. Attorney fees will be applicable.

11. Rules and Regulations for Using the Lake Areas

NO SWIMMING and NO FISHING in any of the lakes

Use of non-motorized equipment is allowed, between the hours of 8:00 a.m. and sunset. It must be removed at once and **NOT** left in common areas around the lake. **A fine of 100.00 per diem will be imposed.**

No equipment of any kind such as **paddleboats, kayaks, small boats etc. can be left in the common areas, including the lake areas.**

Lakes are for the exclusive use of their residents and their guests

All persons using the lake area must observe the posted rules.

Children under the age of 14 must be accompanied and supervised by an adult at all times.

No one should jeopardize the sanitary condition of the lakes under any circumstances.

The ducks are to be left unharmed and not bothered in any way. Damages to ducks carry a heavy fine. **Ducks should not be fed house food! This can make them sick and food left unattended brings rats!**

12. Violations and Fines

If a unit owner, resident, guest, servant, domestic worker, or contractor violates any provision of the HOA Declaration, the By-laws, and / or these Rules and Regulations, the BOD shall discuss the issue, and notify the unit owner and /or offending party in writing of such violation, and request it to be corrected or cease immediately.

For certain violations, fines will be imposed as specified in the HOA Declaration, the By-laws, or these Rules and Regulations. If such violation continues after notice from the BOD, fines have not been paid within 30 days, or if the seriousness of the violation warrants the same, the BOD shall refer the matter to the attorney that is representing the Association.

After consulting with the attorney, the Board of Directors may, at its discretion, take any and all such actions as it deems appropriate with respect to such violation as may be permitted by law and/or the HOA Declaration, the By-laws, or these Rules and Regulations.

Unit owners and residents of the Association may report violations of the HOA Declaration, the By-laws, or these Rules and Regulations by other unit owners or residents, as well as disputes with other unit owners or residents to the BOD.

Reports must be made in writing and must include names and addresses of the person reporting the violation or dispute and the other party and a clear description of the violation or dispute, including dates, times, and locations of incidents.

The board of directors will take action as deemed appropriate. This may include hearings with both parties before the grievance committee. The person who has reported the violation or dispute will be informed about the outcome of the discussions and the action being taken in writing.

Violations by tenants involving illegal activity, or violence and that may require police intervention will be referred immediately to the attorney for termination of lease.

13. Grievance Committee

For hearings regarding violations or disputes between unit owners and / or residents, the BOD shall appoint a standing grievance committee, consisting of at least three unit owners of different units who are neither board members nor persons residing in a board member's household. A hearing must be conducted by at least three members of the grievance committee who are not involved in the case.

Hearings may be conducted with alleged violators, persons who have submitted complaints, or both.

The grievance committee will talk with the alleged violator(s) / the disputants to determine what has happened, and it will make suggestions for the resolution of disputes and for further actions to be taken by the board and management.

The grievance committee may decide to waive proposed fines partly or completely. If alleged violators or disputants are not able to participate in a hearing within 28 days, the grievance committee can meet and make its suggestions without a hearing

14. Applicability and Enforcement of the Rules and Regulations

All unit owners and residents of the association are responsible for knowing and complying with these Rules and Regulations and are responsible for making sure that all household members, tenants, and domestic staff know and comply with these Rules and Regulations.

All unit owners and residents shall be held accountable for any violations of the Association Governing documents: HOA Declaration, the By-laws, and these Rules and Regulations. They will be liable for the actions and behavior of their guests, domestic staff, contractors and tenants. The Board of Directors hereafter known as the (BOD), is responsible for the enforcement of the Rules and Regulations.

If a unit owner, resident, guest, servant, domestic worker, or contractor violates any provision of the HOA Declaration, the By-laws, and / or these Rules and Regulations, the BOD shall discuss the issue, and notify the unit owner and /or offending party in writing of such violation, and request it to be corrected or cease immediately.

15. Rules and Regulations for Interacting with Board of Directors/Staff

Rules and Regulations will be available in the Chelsea website : **Chelseaestateshoa.com** Unit owners and residents are encouraged to use the association's **community website** for obtaining the address to the maintenance payments, obtaining documents (e.g. Condominium Declaration, Bylaws, Rules and Regulations, forms,) and for communicating with the association.

For any other management-related issues (new resident approval, accounting issues, technical issues, parking issues, clicker purchase, unit exterior modifications, disputes between residents, etc.), **the first point of contact** for unit owners and residents is the email address: **chelseaestateshoa.com** or :

Presidentchelseaestateshoa@gmail.com or M. Meneses (305) 607-7380
Secretarychelseaestateshoa@gmail.com or I. Gutierrez by phone (786)720-2947,
Monday through Friday from 9 a.m. to 5 p.m.

Payments of monthly assessments shall be sent to the address given in the statement, also located in the website. Such checks will not be accepted by the association's staff or board members.

Payments of monthly assessments are due on the first day of each month. A grace period is given until the 10th. Late payments are subject to a \$25 charge, in accordance to Florida Statute 718.116.

No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the staff of the association or its vendors, for any purpose. Special work requests for maintenance or repairs (for common areas only) must always be submitted through the board of directors.

1. Schedule of Fees and Fines

New unit owner / lessee/ application fees	\$100.00 per each adult applicant
Estoppel Fee	\$250
Application/estoppel rush fee/ or delinquent.....	\$100
Gate clicker	\$50
Late fee for monthly assessment payments	\$25
Keys.....	\$15
Minimum fee, per occurrence, for any violation (plus costs)	\$100

2. Association Information

Website address	Chelseaestateshoa.com
Email address	Presidentchelseaestateshoa@gmail.com
Email address	Secretarychelseaestateshoa@gmail.com
Contact number ...305-607-7380 786-720-2947	Mon-Fri 9:00 a.m. – 5:00 p.m.
Hours for moves and large item deliveries	Mon-Sat 9:00 a.m. - 7:00 p.m.
Designated working hours for contractors	Mon-Fri 9:00 a.m. - 5:00 p.m.

Board of Directors:

Maritza Meneses – President

Jacqueline Horta – Treasurer

Ileana P. Gutierrez – Secretary

Angelo Del Aqua – Director

Jaime Haro – Director